MEMORANDUM

TO: **Mayor and City Commission**

FROM: City Attorney's Office

DATE: May 20, 2019

RE: Ground Lease Agreement with Amazon.com Services, Inc.

Attached hereto for your consideration is a proposed Ground Lease and associated documents between the City of Lakeland (Lakeland) and Amazon.com Services, Inc. (Amazon) that provides for the development and construction of all facilities necessary for Amazon to initiate an Air Cargo Operation at Lakeland Linder International Airport.

Lakeland's Airport Master Plan has, in recent iterations, contemplated some type of air cargo or Repair Overhaul (MRO) operation in the Northwest Sector of the Airport. In furtherance of that concept, in 2015 the Airport completed an Intermodal Feasibility Study that explored the potential economic impacts for the Airport and Community that would be generated by a development of this type. Working in conjunction with the Florida Department of Transportation (FDOT) and the Federal Aviation Administration (FAA), Airport staff began the preliminary design work to assess what infrastructure would be necessary to support the types of uses it envisioned for the NW Sector. With funding support from FDOT and FAA, and approval of the City Commission, construction of the horizontal infrastructure to include site work, environmental planning and design, and construction of the storm water infrastructure was initiated to prepare a "shovel ready" site to market to potential users. Concurrently, the Airport staff started marketing the site to multiple prospects, including Amazon as a potential tenant for the site. The City Commission supported decisions moving forward with preliminary construction consisting of a taxiway extension and a concrete ramp to accommodate up to five Cargo Transport Aircraft. This proposed Ground Lease Agreement is the product of those efforts and the support received from City Management and the Commission.

The Ground Lease provides that the Tenant will initially lease 47 acres of a 110-acre parcel in the Northwest Sector to support its operations (Initial Parcel). In addition, the Tenant has the right to expand from the initial site into the adjoining 62 acres of property, ("Expansion Property Parcel"), within the first five years of the Ground Lease at the prevailing lease rates. The Initial Parcel and the Expansion Parcel are depicted on the attached Ex. "A".

Following approval, the Tenant intends to construct on the Initial Parcel a 223,000 square foot building along with two accessory buildings of up to 60,000 square feet combined, together with vehicle parking and access roadways to the north to ultimately access Drane Field Rd. Should they exercise their right to take the Expansion Property, additional construction is contemplated. The proposed facilities are also depicted on Ex "A".

Rent is comprised of two components: first as a lease of real property and second, reimbursement for the City's infrastructure investment for a total of $0.47 cents per square foot or $80,651 monthly. Rent increases 7.5% on each 5-year anniversary date during the first term. In addition, Amazon will execute a Cargo Operating Agreement, in substantially the form attached, that will include a landing fee of $0.85 cents per thousand pounds (MGLW) for each operation, and a fuel flowage fee of $.03 per gallon. If the Tenant exercises their right to expand onto the remaining 62.92 acres of property, "Expansion Property", within the first five years of the Agreement rent will be at the above rate. The Term of the Ground Lease is for an initial term of 20 years with three 10 year options to renew. The term may be "reset" which would be triggered by the expansion, or an additional investment of at least $25mm in facility improvements. In no event will the total term exceed 50 years.

Landlord Improvements - An additional provision requires the Airport to make several infrastructure improvements:

a. Upgrading the Instrument Landing System from a Category II to a Category III which will facilitate aircraft operations in inclement weather.
b. Add (5) five additional fuel tanks in the existing North and South Fuel Farms.
c. Implementation of the Runway 9-27 Improvement Plan.

There are contractual provisions that establish timelines for completion, as well as accommodations for the annual Sun n Fun Air Show. A separate Cargo Operating Agreement, also attached, provides for the airfield logistics in managing this additional airfield activity.

It is recommended that the appropriate City Officials be authorized to execute this Ground Lease Agreement with Amazon.com Services, Inc. to support Amazon's Air Cargo Activity.

Exhibit "A"

C:\pw_work\atkinsfl01\bowd3392\dms56907\Exhibit – Developable Areas.dwg Mar 26, 2019 – 11:30am Plotted By: BOWD3392

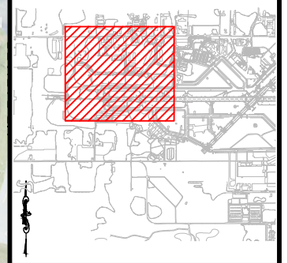
FlyLakeland
Lakeland Linder International Airport

3900 DON EMERSON DRIVE, SUITE 210
LAKELAND, FLORIDA 33811
POLK COUNTY

ATKINS
Member of the SNC-Lavalin Group
4030 WEST BOY SCOUT BLVD., SUITE 700, TAMPA, FL 33607
TEL. (813) 272-7275 | FAX (813) 282-8155
www.atkinsglobal.com/northamerica.com

FBPR CA No. 24

KEY MAP:



DRAWING SCALE:

0 75' 150' 300'

SCALE IN FEET

REV	DATE	DESCRIPTION

PROJECT NAME:

SITE PREPARATION & UTILITY INSTALLATION FOR INTERMODAL CENTER

SHEET TITLE:

INTERMODAL AREA DEVELOPABLE AREAS

ENGINEER OF RECORD:

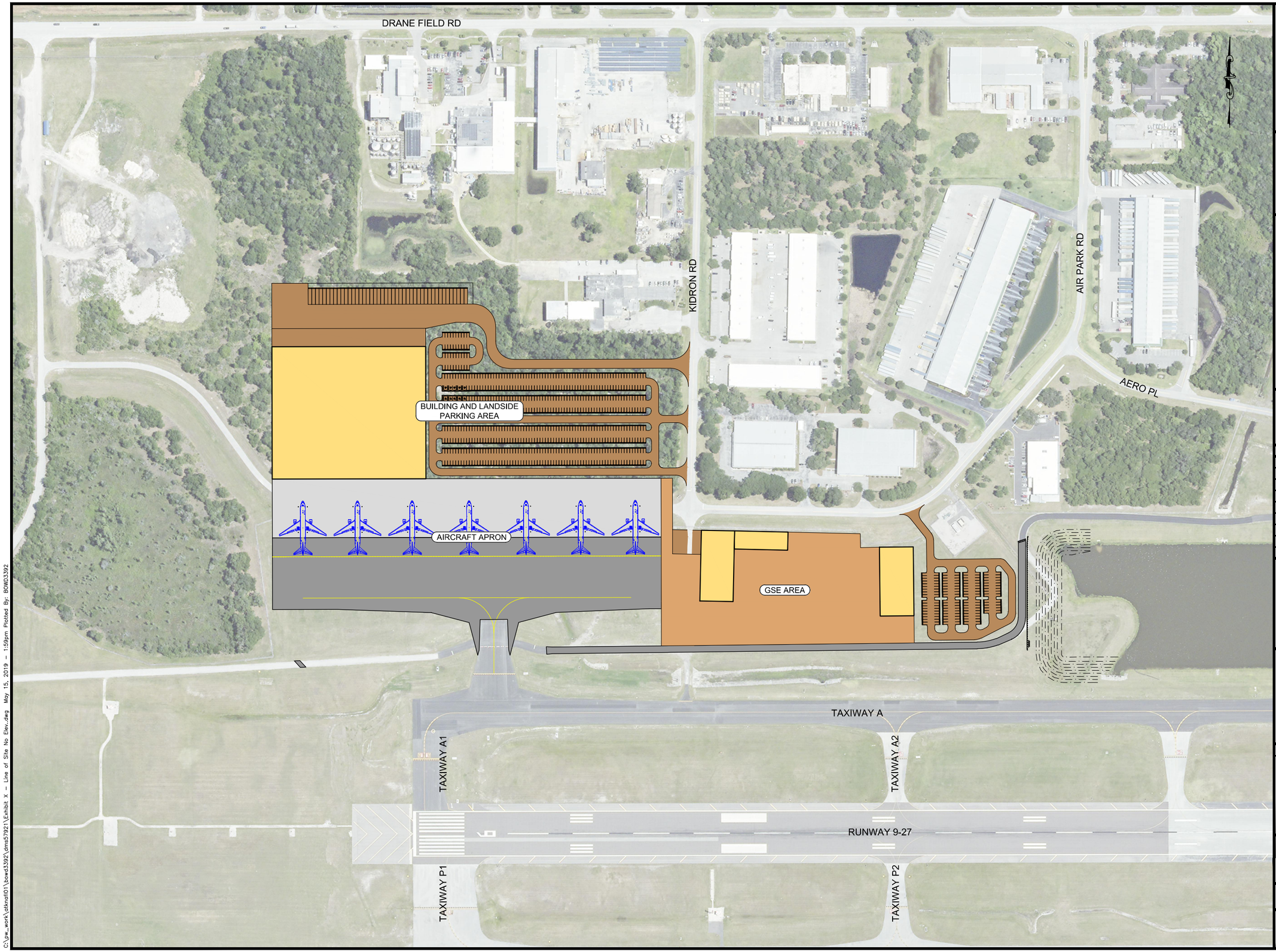
WILLIAM A. BOWDOIN, PE
FL P.E. No.: 77574
DATE:

JOB NO.:	100051820
DATE:	SEPTEMBER 2018
DRAWN:	ASR, BJG
DESIGN:	WAB
CHECKED:	TER, LAS

NOTE: GENERAL CONTRACTOR'S (GC) BIDDING SHALL PROVIDE WRITTEN VERIFICATION WITH THEIR BIDS THAT ALL OF THEIR SUBCONTRACTOR'S BIDDING THIS PROJECT HAVE BECOME FAMILIAR WITH ALL CONSTRUCTION DRAWING SHEETS & PROJECT MANUAL SPECIFICATIONS TO ENSURE THE GC AND SUB-CONTRACTOR'S CONSTRUCTION BIDS SHALL PROVIDE THE TOTALITY OF THE ENTIRE CONTRACT DOCUMENT REQUIREMENTS.

SHEET NO.

EXHIBIT



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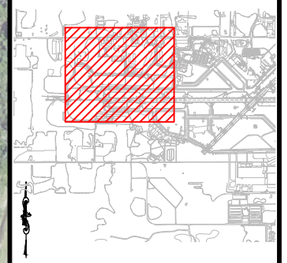


DRAWING SCALE:

0 75' 150' 300'

SCALE IN FEET

REV	DATE	DESCRIPTION

PROJECT NAME:

SITE PREPARATION & UTILITY INSTALLATION FOR INTERMODAL CENTER

SHEET TITLE:

SITE LAYOUT EXHIBIT

ENGINEER OF RECORD:

WILLIAM A. BOWDOIN, PE
FL P.E. No.: 77574
DATE:

JOB NO.:	100051820
DATE:	MAY 2019
DRAWN:	ASR, BJG
DESIGN:	WAB
CHECKED:	TER, LAS

NOTE: GENERAL CONTRACTOR'S (GC) BIDDING SHALL PROVIDE WRITTEN VERIFICATION WITH THEIR BIDS THAT ALL OF THEIR SUBCONTRACTOR'S BIDDING THIS PROJECT HAVE BECOME FAMILIAR WITH ALL CONSTRUCTION DRAWING SHEETS, & PROJECT MANUAL SPECIFICATIONS TO INSURE THAT THE ANTICIPATED SUBCONTRACTOR'S CONSTRUCTION BIDS SHALL PROVIDE THE TOTALITY OF THE ENTIRE CONTRACT DOCUMENT REQUIREMENTS.

SHEET NO.

EXHIBIT

C:\pw_work\atkinsfl01\bowd3392\dms679211\Exhibit X – Line of Site No Elev..dwg May 15, 2019 – 1:59pm Plotted By: BOWD3392

CONFIDENTIAL

GROUND LEASE AGREEMENT

Lakeland Linder International Airport
(Lakeland, Florida 33811)

Between

City of Lakeland, Florida
("Landlord")

and
Amazon.com Services, Inc.
("Tenant")

_____, 2019

GROUND LEASE

THIS GROUND LEASE AGREEMENT (hereinafter referred to as "Lease") is made and entered into as of the Effective Date (defined on the signature page), by and between The City of Lakeland, Florida, a Florida municipal corporation ("Landlord"), and Amazon.com Services, Inc. a Delaware corporation ("Tenant").

WHEREAS, Landlord is the owner of that certain real property located at the Lakeland Linder International Airport (the "Airport") in the City of Lakeland, Polk County, Florida ("Premises"), the legal description of which is set forth in **Exhibit A** and which is depicted on **Exhibit A-1**, both attached hereto and incorporated herein by this reference; and

WHEREAS, the Premises consists of an approximately 30.2-acre parcel (the "Large Parcel"), an approximately 11-acre parcel (the "Small Parcel") and a to-be-completed Airplane Design Group IV Taxi-Lane of approximately 7-acres (the "Taxi Lane"), all as legally described in **Exhibit A** and depicted in **Exhibit A-1**; and

WHEREAS, Tenant desires to lease the Premises from Landlord, and Landlord desires to lease the Premises to Tenant.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, the parties agree as follows:

1. DEMISED PREMISE

1.1 Leased Premises. For and in consideration of Tenant's covenant to pay the rental and other sums for which provision is made in this Lease, and the performance of the other obligations of Tenant hereunder, Landlord leases to Tenant and Tenant leases from Landlord, the Premises, together with all rights of Landlord, if any, appurtenant to the Premises and all rights in and to the streets adjacent to the Premises (excluding any reversionary rights in and to streets or rights-of-way which may subsequently be vacated or abandoned), subject to the matters set forth on **Exhibit B** attached hereto and incorporated herein ("Permitted Exceptions"). Not included herein are any mineral rights, water rights or any other right to excavate or withdraw minerals, gas, oil or other material except as specifically granted herein. Landlord also grants to Tenant an option to lease, in accordance with the terms set forth in **Addendum 3**, certain real property located adjacent to the Premises (the "Expansion Property"), the legal description of which is set forth in **Exhibit A-2** attached hereto and incorporated herein by this reference.

1.2 License of Expansion Property. In addition to those right set forth in Addendum 3, Landlord grants Tenant, at no additional cost, a license to use that portion of the Expansion Property identified as "Staging Area" in **Exhibit A-3** attached hereto (the "Staging Area") for construction staging purposes, including the right to spread gravel on the Staging Area, provided such use is consistent with all Legal Requirements (defined below). Tenant's license to use the Staging Area shall terminate upon Tenant's completion of the Project. Additionally, Tenant shall have the option to use the that portion of the Expansion Property identified as "Parking Area" on **Exhibit A-3** attached hereto (the "Parking Area") for parking, including the right to spread gravel on the Parking Area, provided that Tenant shall pay Landlord a license fee for the Parking Area equal to the then-applicable Ground Rent rate (excluding the Annual Ground Rent Increase) per square foot of the Parking Area (the "Parking Fee"). The Parking Fee shall be paid to Landlord each month when payment of Ground Rent is due. Tenant shall be required to restore the Staging Area and the Parking Area to its original condition upon termination of the license, provided, Tenant shall not be obligated to remove any gravel placed on the Expansion Property. Following expiration

of Tenant's option to lease the Expansion Property, as set forth in **Addendum 3**, Tenant's right to use the Parking Area shall terminate upon 60 days' notice from Landlord to Tenant.

2. DELIVERY OF PROPERTY; TERM; CONTINGENCY

2.1. Delivery of Premises

(a) Landlord shall deliver possession of the Large Parcel and the Small Parcel to Tenant on or before June 30, 2019 (the "Delivery Date"). As further set forth in **Addendum 4, Work Letter** (the "Work Letter"), Landlord shall deliver possession of the Taxi Lane in three segments according to the schedule attached hereto as **Exhibit A-4** (the "Taxi-Lane Delivery Dates"), provided the Taxi-Lane Delivery Dates may be extended as a result of a Construction Force Majeure Event up to thirty (30) days and for Tenant Delay (as such terms are defined in the Work Letter). The Premises shall be delivered free of debris and of all tenants and occupants, and the inventory and other personal property of Landlord and any previous tenant shall have been removed therefrom. Landlord shall also perform certain improvements to the Premises and the Airport as further set forth in the Work Letter.

(b) The term "Project" shall mean the approximately 223,000 square feet building and two accessory buildings totaling approximately 60,000 square feet (the "Building") and any other improvements ("Improvements") (including without limitation, paved parking areas, aircraft apron, maintenance and fueling facilities and related improvements) as generally shown on that conceptual plan attached hereto as **Exhibit C** (the "Conceptual Site Plan") which may be constructed by Tenant on the Premises from time to time during the Term.

(c) Upon Landlord's delivery of possession of the Premises and prior to the Commencement Date ("Tenant's Early Occupancy"), Tenant may do any work which it may reasonably desire and shall perform its initial construction, which shall result in the construction of the Project (collectively, "Tenant's Work"). In doing Tenant's Work, Tenant shall comply with Section 6 hereof. At Tenant's sole cost, Landlord shall reasonably cooperate with Tenant (including the prompt signing of applications or petitions) in obtaining any necessary permits for the construction of the Project and Tenant's operations at the Premises, and join in any grants or easements for any public utilities and facilities, or access roads, or other facilities useful or necessary to the operation of the Project and other improvements or the construction thereof; provided that any easements or other encumbrances against the Premises must be reasonably acceptable to Landlord. Tenant's Work will not unreasonably interfere with the completion of the Work to be performed by Landlord as required by the Work Letter. All provisions of this Lease, except for Tenant's maintenance obligations and the payment of Ground Rent, will be applicable during Tenant's Early Occupancy.

2.2 Failure to Deliver.

(a) If for any reason not the result of a Construction Force Majeure Event Landlord fails to deliver possession of the Large Parcel and the Small Parcel to Tenant on or before the Delivery Date, or fails to deliver any portion of the Taxi-Lane within ten (10) Business Days of the Taxi-Lane Delivery Dates, with the exception of Taxi-Lane Area A, for which the 10 Business Day grace period shall not apply, Landlord will pay to Tenant as liquidated damages (and not as a penalty) a late delivery fee (the "Late Delivery Fee") in the amount of one day of Ground Rent for each day of delay after the Delivery Date or Taxi-Lane Delivery Dates, respectively, that Landlord has not delivered possession of the Premises to Tenant, provided. In addition, if Landlord fails to deliver possession any portion of the Premises to Tenant within ninety (90) days of the respective deadline, then, in addition to Tenant's right to receive payment of the Late Delivery Fee, Tenant may terminate this Lease upon written notice to Landlord.

(b) If Landlord fails to pay any portion of the Late Delivery Fee within thirty (30) days after demand, then in addition to all other rights and remedies that Tenant may have against Landlord, Tenant will be entitled to deduct the unpaid portion of the Late Delivery Fee from Ground Rent otherwise becoming due hereunder, together with interest on the unpaid balance at the Default Rate from the date originally due. The parties agree that Tenant's actual damages as a result of Landlord's failure to satisfy the conditions of Section 2.1(a) would be extremely difficult or impracticable to determine and acknowledge that the Late Delivery Fee has been agreed upon, after negotiation, as the parties' best and reasonable estimate of Tenant's damages.

2.3. Term.

(a) Initial Term. The term of this Lease shall commence on the earlier of (i) issuance of a temporary certificate of occupancy for the Project, and (ii) the date which is 365 days after the Effective Date of this Lease (such date, the "Commencement Date"), and shall expire twenty (20) years from the Commencement Date, all subject to all terms and conditions of this Lease (the "Term"); provided that if the Term is set to expire between October 1 and March 30, the Term will extend through March 31 (the "Optional Holiday Extension") unless Tenant opts out of the Optional Holiday Extension by providing notice to Landlord within the same period of time Tenant would have had to provide its Extension Notice as defined and further described in **Addendum 2**. Ground Rent for the Optional Holiday Extension will be the Ground Rent for the then-current Term, increased by the annual percentage increase as shown on **Addendum 1**. Following the Commencement Date, Landlord and Tenant will execute a Notice of Lease Term Dates and Ground Rent in the form attached as **Exhibit D**. The term of this Lease for purposes of 11 U.S.C. § 365(h)(1)(A)(ii) or any similar federal or state bankruptcy laws will commence on the Effective Date, but measurement of its duration and the time for performance of obligations hereunder will be governed by the other provisions of this Lease.

(b) Additional Term Provisions. The Term may be extended as set forth below:

(i) Tenant will have three (3) options to extend the Term as set forth in **Addendum 2**.

(ii) At Lessee's option by notice thereof to Landlord, upon execution of a new ground lease or an amendment of this Lease for the Expansion Property, as further set forth in **Addendum 3**, the Term may be extended so that the Term ends on the same date as the lease term for the Expansion Premises.

(iii) If, at any time during the initial Term, Tenant commences Substantial Leasehold Improvements on the Premises or the Expansion Property, at Tenant's option by notice thereof to Landlord, the Term shall be extended one time so that it expires on a date that is specified in Tenant's notice of extension. For purposes hereof, the term "Substantial Lease Improvements" means any single improvement or multiple improvements performed throughout the Term, made or to be made on the Premises or the Expansion Premises at a combined actual or reasonably estimated cost of at least Twenty-Five Million Dollars ($25,000,000), as adjusted by the percentage change, if any, in the Consumer Price Index (All Items, All Urban Consumers, Not Seasonally Adjusted) published by the U.S. Bureau of Labor Statistics for the region that includes Central Florida, from January 1, 2018 until the last month for which such data is published immediately preceding the date of determination, or, if the U.S. Bureau of Labor Statistics ceases to publish the data referred to in this definition, the percentage change in such other economic index published by the U.S. Bureau of Labor Statistics or successor governmental agency as is otherwise most similar to that specified in this definition. Notwithstanding the foregoing, the extension right set forth in herein may only be exercised one time during the initial Term.

(c) Limit on Lease Term. Notwithstanding Tenant's right to extend the Term as set forth in Section 2.3(b), (i) in no event shall the Term exceed fifty (50) years inclusive of renewal options and (ii) Tenant may only exercise one of the extension rights set forth in Section 2.3(b)(ii) or 2.3(b)(iii) and if Tenant exercises the Expansion Right after exercising the extension right set forth in Section 2.3(b)(iii), the Term shall not be further extended.

2.4. Tenant's Estate and Landlord's Estate. "Tenant's Estate" shall mean all of Tenant's right, title and interest in its leasehold estate in the Premises, its ownership interest in all improvements on the Premises, and all of its other interests under this Lease. "Landlord's Estate" shall mean all of Landlord's right, title, and interest in and to (a) its fee estate in the Premises, subject to this Lease; (b) its reversionary interest in the Building and Improvements, if any, and (c) all Rent and other benefits due Landlord hereunder. This Lease, and all provisions hereof, shall be subordinate to all the covenants and restrictions of the deeds under which the Landlord acquired the property known as the Lakeland Linder International Airport from the United States of America, insofar as such covenants and restrictions remain in effect from time to time and after the date hereof, such deeds being identified as follows:

(a) Quitclaim Deed and Surrender of Lease dated September 26, 1947, between the United States of America and City of Lakeland, recorded in Deed Book 816, page 571, Public Records of Polk County, Florida; and

(b) Supplemental Quitclaim Deed dated April 20, 1948, between the United States of America and the City of Lakeland, recorded in Deed Book 832, page 311, Public Records of Polk County, Florida.

Except however, any such covenants and restrictions may hereafter become ineffective or as shall have been or may hereafter be extinguished or released, whether by statute, rule or regulations, interpretation, judicial decision, or deed or other instrument, including but not limited to the release of the "National Emergency Use Provisions" by the Deed of Release dated December 17, 1959, recorded in Official Records Book 389, page 338, current public records of Polk County, Florida, and the extinguishment of the restrictions on use for industrial or manufacturing purposes by the Act of Congress on July 30, 1947 (61 Stat. 678).

2.5 Grant Assurance. Nothing in this Lease is deemed to grant Tenant any right or privilege prohibited under the Grant Assurances, except that, subject to the terms and conditions hereof, Tenant has the right to lease the Premises under the provisions of this Lease. As used herein, the term "Grant Assurances" means the agreements heretofore or hereafter made between Landlord and the United States Government relative to the financing, operation, or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of rights or property to Landlord for airport purposes, or to the acquisition or expenditure of funds for the improvement or development of the Airport, including the expenditure of Federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, as amended from time to time.

2.6. Fee Mortgages. Any mortgage, deed of trust or other similar encumbrance granted by Landlord upon its fee interest in the Premises (a "Fee Mortgage") after the Effective Date shall be expressly subject and subordinate to Tenant's Estate, this Lease, any New Lease, and all amendments, modifications, and extensions thereof; and shall include the fee lender's agreement to execute and deliver to each Leasehold Mortgagee's (defined in Addendum 6) designee, for recording, with respect to any New Lease (defined below), a subordination agreement (in a form reasonably approved by each Leasehold Mortgagee or its title insurer) as a condition to granting such encumbrance, although the foregoing subordination shall be automatic and self-executing whether or not such written subordination agreement is obtained. Landlord shall not enter into any Fee Mortgage that violates this Section.

2.7 Contingencies

(a) This Lease is contingent upon (i) Landlord obtaining the following final (i.e., after the expiration of all applicable appeal periods) board or other approvals or consents necessary for Landlord to enter into and perform its obligations under this Lease (collectively, "Lease Consent"); (ii) Tenant entering into an Airport Use Agreement (as defined in Section 5.5.) with Landlord for the use of the Airport (the "Use Agreement"); and (iii) Landlord and/or Tenant, as applicable, obtaining all final (i.e., after the expiration of all applicable appeal periods) grading and building permits and all other permits, licenses, permissions, consents and approvals required to be obtained from governmental agencies (including Landlord) or third parties (the "Approvals") for the operation of Tenant's business in the Premises and for the completion of the Project, on terms and conditions acceptable to Tenant in Tenant's sole discretion. If both the Lease Consent and Use Agreement are not obtained on or before June 30, 2019, then Tenant may terminate this Lease upon notice to Landlord, whereupon this Lease shall terminate and neither party shall have any liability or obligation hereunder, except for those which expressly survive termination hereof. In addition, if the Approvals are not obtained on or before the date which is one year from the Effective Date, Tenant shall provide written notice to Landlord and Landlord shall have ten (10) Business Days to take such action as Landlord deems appropriate to assist Tenant in obtaining the Approvals, then, if the Approvals are still not obtained after the expiration of such ten (10) Business Day period, Tenant may terminate this Lease upon notice to Landlord, whereupon this Lease shall terminate and neither party shall have any liability or obligation hereunder, except for those which expressly survive termination hereof.

(b) Tenant may terminate this Lease upon notice to Landlord in the event Tenant is materially restricted from using the Premises for the Primary Use for more than sixty (60) consecutive days, unless as a result of a casualty or condemnation event covered by Sections 10 and 11 or Tenant's breach of this Lease or any Legal Requirements.

(c) At Tenant's request, Landlord will reasonably cooperate with Tenant as may be required for Tenant to obtain, maintain, or modify any Approvals (including cooperation in Tenant's filing of applications and reports, as well as entering into agreements with Authorities for Incentives), or to perform its obligations under this Lease ("Cooperation Efforts"). Cooperation Efforts may include execution of documents, making appearances, and taking other actions as Tenant may reasonably request. All reasonable third-party costs incurred by Landlord in connection with its Cooperation Efforts will be reimbursed by Tenant within thirty (30) days of receipt of invoice, provided that Landlord will notify Tenant if Landlord anticipates that its third party costs will exceed $5,000.

3. ANNUAL RENT

3.1. Rent. Tenant shall pay Ground Rent on or before the first (1st) Business Day of each calendar month in the amounts set forth on **Addendum 1**. The first (1st) payment of Ground Rent is due within thirty (30) days after the later of (a) receipt of an invoice from Landlord; or (b) the Commencement Date. Payments of Ground Rent for any fractional calendar month will be prorated. Landlord may invoice Tenant for the first payment of Ground Rent anytime after the date which is forty-five (45) days prior to the Commencement Date. Tenant shall have no right to abate, reduce, or set-off any Rent due hereunder except as may be expressly provided in this Lease. "Rent" means Ground Rent and all other amounts payable by Tenant under this Lease including Capital Expenses (defined in Section 8.1). "Business Day" means any day that is not a Saturday, Sunday, or state or federal holiday.

4. OTHER EXPENSES

During the Term of this Lease, Tenant shall pay the following:

4.1. **Utilities**. From and after the Commencement Date, Tenant shall pay all charges for electricity, water, gas, telephone and all other utility services used on the Premises, including stormwater and waste water.

4.2. **Taxes and Assessments**

(a) The term "Taxes," as used herein, shall mean all taxes and other governmental charges, general and special, ordinary and extraordinary, of any kind whatsoever, applicable or attributable to the Premises, the Project and Tenant's use and enjoyment thereof, excluding Assessments which shall be paid as defined below. Tenant shall pay when due all Taxes commencing with the Commencement Date and continuing throughout the Term.

(b) The term "Assessments," as used herein, shall mean all assessments for public improvements or benefits which heretofore or during the Term shall be assessed, levied, imposed upon, or become due and payable, or a lien upon the Premises, any improvements constructed thereon, the leasehold estate created hereby, or any part thereof. Tenant shall not cause or suffer the imposition of any Assessment upon the Premises other than in connection with the Project, without the prior written consent of Landlord. In the event any Assessment is proposed which affects the Premises other than in connection with the Project, Tenant shall promptly notify Landlord of such proposal after Tenant has knowledge or receives notice thereof. Tenant shall pay when due installments of all Assessments levied with respect to the Premises and the leasehold estate created hereby commencing with the Commencement Date and continuing throughout the Term.

(c) Landlord represents and warrants to Tenant that based on current tax legislation, aviation activity is not subject to ad-valorem taxes. However, Tenant shall be responsible for any real property taxes assessed on the Premises for non-aviation property or any taxes based on future tax legislation changes or interpretation thereof.

(d) Tenant shall be responsible for payment of Florida State Sales Taxes as defined in the Florida Statutes . The Landlord shall only collect and remit Sales Tax(es) on the taxable portion of the leased Premises that are not exempt from sales taxes. Tenant shall provide to landlord written documentation from the Florida Department of Revenue (D.O.R.) for those areas that are exempt for which the Tenant has received tax exempt certificates confirming exemption from taxation. In the event any challenge or assessment related to the collection of taxes on the leased Premises is made by D.O.R., Tenant shall be solely responsible for payment of said tax(es) and fees, including any costs associated with defending the City against such tax challenge and/or assessment.

4.3. **Payment Date and Proof**. All payments by Tenant for Taxes and/or Assessments shall be made by Tenant on or before ten (10) days before the last day on which such payments or any installments thereof permitted hereunder may be made without penalty or interest. Tenant shall furnish to Landlord receipts or other appropriate evidence establishing the payment of such amounts. Tenant may comply with this requirement by retaining a tax service to notify Landlord when the taxes have been paid.

4.4. **Failure to Pay**. In the event Tenant fails to pay any of the expenses or amounts specified in this Section 4, after five (5) Business Days' notice to Tenant, Landlord may, but shall not be obligated to do so, pay any such amount and the amounts so paid shall immediately be due and payable by Tenant to Landlord and shall thereafter bear interest at Default Rate.

5. USE

5.1. **Use**. Tenant may use and occupy the Premises during the Term for the handling, storage, and distribution of air freight and cargo goods; air operations (including parking, and minor repair, fueling, and servicing of aircraft); maintenance of ground support equipment, support vehicles and trucks; warehousing, storage and distribution of packages and goods using material-handling equipment and conveyor services; loading and unloading of delivery vehicles and associated short-term parking of such vehicles, staff parking, with appurtenant administrative offices and other activities associated with common on-airports aviation cargo activities; and secondary uses associated therewith, including receiving, storing, displaying, assembling, shipping, distributing, preparing, and selling of products, materials and merchandise; parking, storage and use (including driving into and through the Building for loading, unloading and parking inside of the Building) of trucks, machinery, trailers and automobiles, including outdoor loading and unloading; printing; processing customer returns; distribution center use; small package and parcel delivery; general office and data center use; making products on demand; and other ancillary and related uses for any of the foregoing (each such use, an "Primary Use"), provided, however, with Authority's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, Tenant's use of the Premises for light manufacturing shall also be a Permitted Use provided such use is allowed by applicable Legal Requirements (defined herein). Tenant's use of the Premises is subject to any FAA regulatory requirements, applicable federal, state, county, and municipal statutes, ordinances, codes, rules, regulations, and requirements ("Legal Requirements"). Tenant may use the Premises twenty-four (24) hours per day, every day. Landlord shall use reasonable efforts to enforce its rights, and shall perform its obligations, under agreements affecting the Premises to which Landlord is a party or under the Permitted Exceptions.

(a) Landlord provided Tenant an operations plan on April 15, 2019 (the "Expo Plan") that outlines cargo operations and military performances during SUN 'n FUN International Fly-In & Expo (the "Air Show"). Landlord shall not materially modify or amend the Expo Plan without Tenant's prior consent, which shall not be unreasonably withheld or delayed provided the modification or amendment does not violate the Airshow Requirements. Tenant's operations shall be maintained throughout the Air Show, any required vacancy of all or a portion of the Project during military performances will be limited to two hours per day (the "Hourly Requirement"), and the Air Show shall not occur during the months of July, November, December or January (the "Month Requirements"). In the event of Landlord's default of its obligations under this subsection, in addition to the remedies set forth in Section 14.5, Tenant shall be entitled to receive from Landlord liquidated damages in the amount of $250,000 per day for each day the Month Requirements are violated and $250,000 per day for each day the Hourly Requirement is exceeded by more than one hour.

(b) Landlord shall, at no cost or expense to Tenant, upgrade the Instrument Landing System (ILS) at the Airport from CAT II to CAT III and shall have FAA operational approval on or before November 1, 2021 (the "CAT III ILS Upgrade"). In the event of Landlord's default of its obligations under this subsection, in addition to the remedies set forth in Section 14.5, Tenant shall be entitled to receive from Landlord liquidated damages in the amount equal to two days of Ground Rent for each day of Landlord's delay in completing the CAT III ILS Upgrade.

(c) Landlord has provided Tenant the rehabilitation plan for Airport Runway 9-27 attached hereto as **Exhibit G** (the "Rehabilitation Plan") and shall implement, at no cost to Tenant, all elements of the Rehabilitation Plan on or before the dates set forth therein. Tenant shall provide Landlord with a six-hour daily window in which Landlord can perform rehabilitation work, which time period shall be any six-consecutive hours within a 24-hour period chosen by Tenant in Tenant's discretion (the "Daily Work Window"). Landlord shall only perform the rehabilitation work within the Daily Work Window and shall provide Tenant at least thirty (30) days written notice prior to performing any work. Additionally, such

rehabilitation work shall not occur during the month of July or between the period of time from November 15th through January 15th, and Tenant may designate, upon thirty (30) days advance written notice to Landlord, an additional period of seven consecutive days when no rehabilitation work may occur. In the event of Landlord's default of its obligations under this subsection, in addition to the remedies set forth in Section 14.5, Tenant shall be entitled to receive from Landlord liquidated damages in the amount equal to two days of Ground Rent for each day Landlord performs rehabilitation work in violation of the restrictions set forth herein.

(d) Landlord and Tenant agree that the liquidated damages remedies set forth in subsections 5.1(a), 5.1(b) or 5.1(c) are to compensate Tenant based on Landlord and Tenant's best estimate of the daily damages, including but not limited to business opportunity and flight operations that Tenant will incur as a result of Landlord's failure to deliver the Premises timely, and such amount is not to be deemed a penalty.

(e) Notwithstanding anything to the contrary in the Use Agreement, and subject to Section 5.4, or any air cargo operating agreement executed by any air carriers operating on behalf of Tenant, Landlord agrees Tenant's air carriers shall pay fixed fees as follows: (1) a landing fee of $0.85 per thousand pounds of maximum gross landing weight (MLOW) of the aircraft, and (2) a fuel flowage fee of $0.03 per gallon for fuel delivered into storage. Both the landing fee and fuel flowage fee will be fixed for seven years from Tenant's commencement of flight operations.

5.2. Ingress and Egress. Tenant shall have the complete and non-discriminatory right of (i) ingress to and egress from the Premises for Tenant's and its employees, agents, customers, vendors, suppliers and other invitees over the roadways, accessways, utility lines and connections and such other portions of the Airport serving the Premises, and (ii) non-exclusive use of the ramps, taxiways and runways at the Airport adjacent to the Premises. The rights described in the immediately preceding sentence shall be irrevocable during the Term, but subject in any case to the immediately following sentence and the other terms and conditions of this Lease. Without prior good faith consultation with Tenant, Landlord shall not change, modify or relocate any existing access road, road way, taxiway, ramp, or runway adjacent to or serving the Premises or otherwise located at the Airport and which may reasonably be utilized by Tenant in its business operations in any manner that could reasonably be expected to adversely affect Tenant's current or reasonably anticipated future business operations, *provided* that following such good faith consultation Landlord reserves the right to make such changes, modifications or relocations as Landlord may reasonably deem necessary in the best interests of the Airport as a whole.

5.3. Additional Rights. The Premises leased hereunder shall include the exclusive right to use the ramp and apron space on the Premises. To the extent that ramps and apron space located at the Airport adjacent to the Premises are not subject to the exclusive rights of other Airport operators, Tenant shall also have preferential rights for scheduled operations to use such ramps and apron space. Tenant shall have the right to use all other ramps and apron space at the Airport on a fair and non-discriminatory basis. In addition, Landlord grants to Tenant and its agents access to hard-stand and remain overnight (RON) positions outside the Premises on fair and non-discriminatory terms, and Tenant shall be permitted to leave aircraft in available positions overnight. Subject to events of Force Majeure, if Tenant abandons or fails to use a substantial portion of Tenant's exclusive ramp and apron areas for more than three hundred sixty-five (365) consecutive days, Tenant will not unreasonably withhold its consent to Landlord's written request that Tenant enter into a sublease or other arrangement allowing other users to use such ramp and apron areas subject to reimbursement to Tenant at reasonable non-discriminatory rates, *provided* that, if Tenant resumes use of the ramp or apron areas subject to such sublease or other arrangement, then, upon reasonable notice to Landlord, Tenant may terminate such sublease or other arrangement.

5.4. Airport Use Agreement. Landlord acknowledges that, upon commencement by Tenant or any Subtenants of commercial activities at the Premises as an "Air Transportation Company" (as that term

is defined in the Airport Use Agreement), Tenant will be entitled to the benefit of the discounted landing fees that would be charged to a "Signatory" (as that term is now or in the future used in the Airport Use Agreement) upon execution of the Airport Use Agreement and subject to the applicable requirements thereof. From and after the Effective Date, Landlord shall keep Tenant timely informed of, and included in, any substantive discussions regarding amendments to the Airport Use Agreement as in effect as of the Effective Date (a copy of which is attached hereto as **Exhibit E**) or the creation of a new use agreement. Given the size of the Project, the flight and facility usage the Project is expected to generate, and the mutual interest of the Parties in the successful implementation of the Project, Landlord shall engage Tenant in any negotiations regarding such amendments or new use agreement, in a manner consistent with good airport management practices, consistent with those at other well-run commercial airports in the United States and to the same extent as other signatories to the Airport Use Agreement.

5.5. **Airfield Improvements**. Landlord will keep Tenant timely informed of any proposed changes in the Airport Master Plan dated March 28, 2018 and capital improvements plan for the Airport, equally with other signatories and consistent with Landlord's standard practices. Except as provided in the Airport Use Agreement (as modified or replaced from time to time), Tenant will have no obligation to pay for any infrastructure improvements, or any airfield improvements at the Airport without Tenant's prior written approval, in connection with which Tenant shall be entitled to comment on the design, funding and construction of all infrastructure improvements associated with the Improvements. To facilitate the foregoing, Landlord will permit Tenant to fully participate in any revisions to the capital improvement plan, Airport Master Plan and Airport Layout Plan, equally with other signatories and consistent with Landlord's standard practices.

6. IMPROVEMENTS CONSTRUCTED BY TENANT

6.1. **Construction**. Tenant intends during the Term of this Lease and is authorized by Landlord pursuant to the terms of this Lease, to oversee and manage the design, construction, and installation of the Building and Improvements on the Premises, including without limitation, the Building and those initial Improvements described/shown on the Conceptual Site Plan. Tenant shall deliver for approval by Landlord, which approval shall not unreasonably withhold, delay or conditioned, Tenant's design packages, final construction plans and specifications and other material construction-related information (the foregoing for any phase of the Project being referred to as the "Plans") prior to Tenant submitting the Plans for permit approval. So long as the Plans are consistent with the Conceptual Site Plan, Landlord shall not disapprove the Plans. If Landlord fails to approve or disapprove the Plans for any phase of the Project within thirty (30) days of their submission to Landlord, the Plans shall be deemed approved by Landlord (the final construction plans and specifications for each phase of the Project approved or deemed approved by Landlord are referred to herein as the "Final Approved Plans"). Tenant may, from time to time, make changes Tenant reasonably deems necessary or appropriate to the Final Approved Plans that do not violate any Legal Requirements, and in each case any such changes to the Final Approved Plans shall, if material, be resubmitted for Landlord's approval as provided in this Section 6.1. Tenant will have sole discretion in its selection of contractors, agents, vendors and suppliers. Tenant will have the right at its election to cause all or any portion of the Project to be developed by a third party or parties of its selection, and Landlord will cooperate with all reasonable requests by Tenant to facilitate such a possible arrangement. Landlord will provide Cooperation Efforts to (i) obtain or comply with any licenses, permits, or other governmental permissions required in connection with the construction of the Project; and (ii) obtain approvals of Alterations.

Tenant shall furnish Landlord with a certificate of substantial completion executed by the architect for the Project, and, within a reasonable amount of time following the issuance of a certificate of occupancy for the Building, a complete set of "as built" plans for the Building and Improvements. Tenant shall also

furnish to Landlord copies of Certificates of Occupancy or other similar documents issued to certify completion of construction in compliance with applicable requirements.

6.2. Fixtures and Equipment; Waiver of Landlord's Lien. Tenant's property, racking, shelves, wall display systems, bins, machinery, fixtures, security devices (including security gates and security cameras), Energy and Communications Related Improvements, Generators, furnishings, equipment, accounts receivable, inventory, and other personal property (collectively, "Tenant's Property"), however installed or located on or about the Premises, will be and remain the property of Tenant or its Leasehold Mortgagee, service providers, contractors, or vendors (and their respective lenders or contractors) (collectively, "Vendors") and may be installed, modified, and removed at any time and from time to time during the Term without Landlord's consent except as provided in Sections 6.7 and 6.8. In no event (including a Tenant Default) will Landlord have any lien or other security interest in any of Tenant's Property located in the Premises or elsewhere, and Landlord hereby expressly waives and releases any lien or other security interest however created or arising. At Tenant's request and cost, Landlord will execute a reasonable lien waiver and access agreement requested by Vendors so long as such party agrees (a) to provide Landlord with at least five (5) days' notice before exercising any remedy to remove Tenant's Property; (b) to allow a representative of Landlord to be present during the exercise of any such remedy; (c) to repair and restore any damage caused by the removal of Tenant's Property; (d) to carry at least the same level of insurance as required of Tenant during any time that such third party is on the Premises; (e) to indemnify, defend, and hold harmless Landlord from any claims arising out of or relating to such party's exercise of its rights; and (f) there will be no private or public auctions conducted at the Premises. In the event Tenant or Subtenants do not remove Tenant's Property within ninety (90) days following the end of the Term, Landlord may at its election (i) require Tenant to remove such property at Tenant's sole expense, and Tenant shall be liable for any damage to the property of Landlord caused by such removal, (ii) treat said personal property and trade fixtures as abandoned, retaining said properties as part of the Premises, or (iii) have the personal property and trade fixtures removed and stored at Tenant's expense. Tenant shall promptly reimburse Landlord for any damage caused to the Premises by the removal of personal property and trade fixtures, whether removal is by Tenant or Landlord.

6.3. Mechanics and Labor Liens. Tenant will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work by Tenant on the Premises and will hold Landlord harmless from all losses, costs, or expenses based on or arising out of asserted claims or liens with respect to such work against the leasehold estate or against the interest of Landlord in the Premises or under this Lease. Tenant will give Landlord immediate notice of any lien or encumbrance against the Premises as a result of work by Tenant and cause such lien or encumbrance to be discharged within thirty (30) days of the filing or recording thereof; provided Tenant may contest such liens or encumbrances as long as such contest prevents foreclosure of the lien or encumbrance and Tenant causes such lien or encumbrance to be bonded or insured over in a manner satisfactory to Landlord within such thirty (30)-day period.

6.4. Permits, Compliance with Codes. Tenant shall design and construct the Project in compliance in all material respects with Legal Requirements, including, to the extent applicable to the Premises, FAA requirements regarding height, lighting, reflectivity, electromagnetic radiation, electronic or microwave emissions, and radio signals, other FAA requirements, and the regulations and requirements of all other federal, state and local governmental entities having jurisdiction over the Premises and the construction of improvements thereon. All Approvals in connection with construction of the Project and any subsequent improvements, repairs, replacements or renewals to the Premises or Project shall be performed as required by Legal Requirements, including but not limited to, building codes and the ADA (Americans with Disabilities Act), by and at the sole cost and expense of Tenant.

6.5 Alterations. Tenant shall have the right (but not the obligation), at Tenant's sole cost and expense to alter, improve, modify, and construct on the Premises any improvements as Tenant in its sole determination shall desire and that are consistent with any Primary Use of the Premises as set forth herein (singularly or collectively, "Alterations"). No consent of Landlord shall be required for Alterations that do not (i) constitute a material change to the exterior of the existing Improvements, (ii) include the construction of new buildings, or (iii) include substantial additions to the floor area of the existing Building or Improvements (such Alterations being referred to as "Minor Alterations"). In the event such Alterations constitute a material change to the exterior of the existing Building or Improvements or include the construction of new buildings or substantial additions to the floor area of the existing Building or Improvements (such Alterations are referred to as "Major Alterations"), the written consent of Landlord is required, but shall not be unreasonably withheld, conditioned or delayed, and Landlord shall respond to Tenant within thirty (30) days after receiving reasonably detailed renderings or other drawings of the proposed Major Alterations. In the event Landlord fails to respond to any request for consent to such Major Alterations within thirty (30) days after Tenant's written request therefor, then such Major Alterations shall be deemed approved by Landlord. In the event that Tenant performs an Alteration without Landlord's prior consent and it is determined that Landlord's consent was required under the terms of this Section 6.5, Landlord shall evaluate the completed Alteration and give or withhold its consent as described above in this Section. If Landlord withholds its consent, Landlord, as its sole remedy, may require that Tenant commence removal of Alteration within sixty (60) days after receipt of Landlord's disapproval and pursue such removal until it is complete (for which purpose, in addition to physical commencement of removal, the diligent effort to any permits required for such removal shall be deemed to constitute commencement of removal). It is the intent of the Parties that the foregoing provisions apply to the exterior structural portion of any building improvements and not to Tenant performing such work to the interior portions of any building, including any Subtenant buildouts. Tenant may perform any Alterations with licensed and reputable contractors, subcontractors, engineers, architects, and expeditors of Tenant's own choosing. All Alterations in or about the Premises shall be performed (i) in a good and workmanlike manner, (ii) in accordance with good industry practice for the type of work in question, (iii) without imposition of mechanics liens in accordance with Section 6.3, and (iv) in compliance with all Legal Requirements.

6.6 Signs. Tenant may (a) place its standard graphics and signage at the entrance to the Premises, and in a prominent location on the exterior of the Building subject to Landlord's prior approval which shall not be unreasonably withheld, conditioned or delayed; and (b) install temporary and/or directional signage, at Tenant's sole cost, all subject to Legal Requirements and Permitted Exceptions. Upon surrender of the Premises, Tenant will remove all such signs and spot-repair, paint, and/or replace the affected Building fascia surface or other surface areas. Tenant will obtain all applicable governmental permits and approvals for sign and exterior treatments. Landlord will not install signs identifying Tenant anywhere on the Building or the Premises without Tenant's prior consent, which Tenant may withhold in its sole and absolute discretion.

6.7 Energy and Communications Equipment.

(a) Installation. Landlord will permit Tenant or Tenant's third-party vendor, at no cost or expense to Landlord, to install, operate, test, and maintain in the Building, on the roof or exterior of the Building, or on the Premises, in locations mutually acceptable to Landlord and Tenant, the following (collectively, the "Energy and Communications Equipment"): (i) satellite dishes, cellular antennae, and related equipment; (ii) equipment related to renewable energy systems, including, solar energy systems ("Solar Energy Systems"), and one or more hydrogen or other fuel cells, tanks, and other associated equipment, in each case which may include ducts, risers, closets, pipes, lines, conduits, and distribution systems connecting the Energy and Communications Equipment to the utilities serving the Premises and/or directly to Tenant's equipment in the Premises; and (iii) improvements appurtenant to the Energy and Communications Equipment, including, parking lot canopies, concrete pads, and concrete or asphalt

driveways serving the Energy and Communications Equipment (collectively, the "Energy and Communications Related Improvements"). Tenant or its third-party vendor will be permitted to erect and maintain the Energy and Communications Equipment for a term which will expire on the expiration or earlier termination of this Lease. Notwithstanding the foregoing, Tenant's installation of Solar Energy Systems and Energy and Communications Equipment shall be consistent with and subject to all Applicable Laws and Federal Aviation Administration regulations.

(b) Ownership; Use; Permits. Tenant or its third-party lender or vendor, will at all times own the Energy and Communications Equipment, and Tenant's lenders and vendors will have the right to access the Premises to install, operate, inspect, maintain, and remove any Energy and Communications Equipment pursuant to the terms of this Lease. The Solar Energy Systems and the renewable energy (including environmental credits and related attributes) produced by the Solar Energy Systems are personal property, and will not be considered the property (personal or otherwise) of Landlord upon installation of the Solar Energy System at the Premises. Tenant will pay for all electrical costs resulting from the use of the Energy and Communications Equipment. Landlord makes no representations or warranties to Tenant as to the permissibility of any Energy and Communications Equipment on, in, or under the Premises under Applicable Laws. Landlord will reasonably cooperate with Tenant to obtain or comply with any licenses, permits, or other governmental permissions required in connection with the Energy and Communications Equipment. In the event of a default related to the Energy and Communications Equipment, Landlord will give Tenant an additional ten (10) days' notice and cure period beyond the notice and cure period set forth in Section 16.1 to allow Tenant to give notice to Tenant's third-party vendor of such default and to coordinate cure of such default with such third party.

(c) Access; Cooperation. Landlord will, at no additional cost to or restrictions on Tenant or its service providers or vendors (collectively, "Vendors"), allow Tenant and its Vendors to access the Premises for purposes of installing, testing, monitoring, repairing, maintaining, and removing any of the Energy and Communications Equipment. Subject to Landlord's reasonable approval of plans and locations, such activities may include, but are not limited to: (i) allowing each of Tenant's Vendors to install a fiber distribution panel within the Premises for purposes of providing connectivity to the Improvements; (ii) granting, wherever possible, Tenant's Vendors access to and use of existing easement areas and telecommunications ducts, risers, closets, and conduits serving the Premises; (iii) allowing Tenant and its Vendors to install, monitor, and maintain equipment within the Premises for purposes of providing, receiving, and monitoring telephone and network connectivity to the Improvements, or power from the Energy and Communications Equipment to the Improvements (which may include slab and/or roof penetrations); (iv) allowing Tenant and its Vendors to bring additional fiber optic lines to the Premises (including, establishing one or more additional pathways to the Improvements) or underground conduit, cabling, fiber, and other power lines and distribution systems on the Land (including establishing one or more additional pathways to the Improvements from the Energy and Communications Related Improvements) and to remove and replace curbing, pavement, and sidewalks; and (v) granting Tenant's Vendors access to the Premises for purposes of refilling tank(s) with liquid hydrogen. Landlord will execute any easement, right of entry agreement, or similar agreement reasonably requested by any of Tenant's Vendors in connection with the provision of services to the Premises by such Vendor. All such work by Tenant or Tenant's Vendors will be subject to the terms applicable to the Proposed Improvements. Notwithstanding anything contained herein to the contrary, Landlord will have no liability to Tenant as a result of any actions of the Vendors (including damage to the Premises) or any damage or interruption of utility or other service to the Premises resulting from the repair, maintenance or installations of such equipment or any other activities of such Vendors.

6.8 Generator. At Tenant's sole cost and expense, Tenant may install and maintain one or more battery storage systems, electrical generators, and fuel tanks in or adjacent to the Premises in a location reasonably acceptable to Landlord (collectively, the "Generator"). The Generator and Generator pads will

be constructed in accordance with plans and specifications approved in advance by Landlord, which plans will include fencing and such curbing as is necessary to contain any fuel spill. Tenant will be responsible for maintenance and repair of the Generator. At Tenant's sole cost and expense, Tenant will have the right to test the Generator from time to time. Landlord specifically reserves the right, upon notice to Tenant delivered no later than nine (9) months prior to the scheduled expiration date of the Term, to require Tenant, at its sole cost and expense, to remove prior to the expiration of the Term then in effect all or any part of the Generator, except for the Generator pads.

7. INDEMNITY; LIABILITY AND CASUALTY INSURANCE

7.1. Indemnity.

(a) Without limiting Section 19 below, Tenant shall indemnify, defend and save harmless Landlord and Landlord Parties from any and all liability, damage, expense, cause of action, suits, claims or judgments by any reason whatsoever caused, arising out of the use, occupation, and control of the Premises by Tenant, its Subtenants, invitees, agents, employees, licensees or permittees, except to the extent such liability may be the result of the negligence, gross negligence or willful misconduct of Landlord or of any member, partner, manager, affiliate, contractor, or subcontractor of Landlord or its or their officers, directors, employees, or agents, or of any invitee or licensee of Landlord (each, a "Landlord Party," and collectively, the "Landlord Parties"). Landlord and Tenant agree that this provision shall not require Tenant to indemnify, defend and save Landlord harmless from Landlord's sole or concurrent negligence, if any.

(b) Without limiting Section 19 below, and subject to the monetary limits set forth in Florida Statute 768.28, Landlord shall indemnify, defend and save harmless Tenant and Tenant Parties from any and all liability, damage, expense, cause of action, suits, claims or judgments by any reason whatsoever caused, claimed by anyone by reason of injury to or death of persons or damage to property sustained in, on, or about the Airport or the Premises as a result of negligent acts or omissions of any Landlord Parties, except to the extent such liability may be the result of the negligence, gross negligence or willful misconduct of Tenant or of any member, partner, manager, affiliate, contractor, or subcontractor of Tenant or its or their officers, directors, employees, or agents, or of any invitee or licensee of Tenant (each, a "Tenant Party," and collectively, the "Tenant Parties"). Landlord and Tenant agree that this provision shall not require Landlord to indemnify, defend and save Tenant harmless from Tenant's sole or concurrent negligence, if any.

(d) Each party shall give to the other prompt and timely notice of any claim made or suit instituted coming to its knowledge that in any way directly or indirectly, contingently or otherwise, affects or, if adversely decided, is reasonably expected to affect the Premises, the Airport, this Lease or the rights and obligations of either party under this Lease, and each party shall have the right to participate in the defense of the claim to the extent of its own interest.

(c) The provisions of this Section 7.1 shall survive the expiration of the Term or the termination of this Lease.

7.2. Acquisition of Insurance Policies. Tenant shall, at its sole cost and expense, procure and maintain, or cause to be procured and maintained during the entire Term, the insurance described in this Section 7.2 (or if not available, then its available equivalent):

(a) Commercial General Liability Insurance. Commercial liability insurance including contractual liability covering all claims with respect to injuries or damages to persons or property arising out of or related to Tenants use or occupation of the Premises, with limits of liability no less than the following:

Bodily Injury and Property Damage Liability – Five Million Dollars ($5,000,000) each occurrence; Five Million Dollars ($5,000,000) Aggregate

Such limits may be achieved through the use of umbrella liability insurance sufficient to meet the requirements of this Section 7 for the Property and Improvements.

(b) Physical Property Damage Insurance. Physical damage insurance covering all real and personal property located on or in, or constituting a part of, the Property (including but not limited to the Improvements) in an amount equal to at least one hundred percent (100%) of replacement value of the Improvements. Such insurance shall afford coverage for damages resulting from (i) fire, (ii) explosion of steam and pressure boilers and similar apparatus located in the Improvements, and (iii) flood damage if the Property is located within a flood plain.

(c) Workmen's Compensation Insurance. Workmen's Compensation and Employer's Liability Insurance with respect to any work by employees of Tenant on or about the Property in accordance with Florida law.

7.3 Terms of Insurance. The commercial general liability insurance policy required under Section 7.2 above, shall include Landlord as additional insured. Tenant may meet all insurance requirements in this Lease through any combination of primary, excess or self-insurance coverage. All insurance policies will be issued by insurers authorized to do business in the state in which the Premises are located and have a Best's rating not less than A-. Tenant will endeavor to Landlord thirty (30) days' prior notice before any cancellation or lapse of such coverage. For evidence of Tenant's policies and the required inclusions, if applicable, of Landlord and mortgage lienholder as loss payee and/or additional insured, Tenant's memorandum of insurance can be located at www.amazon.com/moi.

7.4 Waiver of Subrogation Notwithstanding any other provision of this Lease, Landlord and Tenant each waives its right against the other party (the "Benefited Party") for any loss of, or damage to, any of the waiving party's property located on the Premises, in each case to the extent the loss or damage is or would be covered by the ISO special causes of loss form (CP 10 30) with the property in question insured for the full replacement cost, whether or not the waiving party actually carries such insurance, recovers under such insurance, or self-insures the loss or damage, and whether or not the loss is due to the negligent acts or omissions of the Benefited Party, or Landlord Party or Tenant Party, as applicable, except the waiver in this sentence will not apply to the extent the loss or damage arises from the gross negligence or willful misconduct of the Benefited Party or Landlord Party or Tenant Party, as applicable. Each party's waiver in this Section 7.4 includes a waiver of the right to recover any deductibles and self-insured retentions incurred by such waiving party in connection with a loss to which the waiver in this Section 7.4 applies. The mutual waivers in this Section 7.4 will be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease with respect to any loss of, or damage to, property of the parties hereto. Each party shall ensure that its property insurance policy required under this Lease permits the waiver in this Section 7.4, so that such party's waiver will not invalidate or impair any of its coverage, and will upon request provide the other party with evidence of such arrangements.

7.5. Landlord's Acquisition of Insurance. If Tenant at any time during the Term fails to procure or maintain such insurance or to pay the premiums therefore, Landlord shall have the right to procure such insurance (but shall be under no obligation to do so) and to pay any and all premiums thereon, and Tenant shall pay to Landlord upon demand the full amount so paid and expended by Landlord, together with interest thereon at the Default Rate, from the date of such expenditure by Landlord until repayment thereof by Tenant. Any policies of insurance obtained by Landlord covering physical damage to the Premises or Improvements shall contain a waiver of subrogation against Tenant if and to the extent such waiver is obtainable and if

Tenant pays to Landlord on demand the additional costs, if any, incurred in obtaining such waiver. Any insurance or self-insurance procured or maintained by Landlord shall be excess coverage, non-contributory and for the benefit of the Landlord only.

7.6. **Proceeds**. All proceeds of Tenant's insurance required to be carried hereunder shall, except as provided otherwise in Section 7.7 below, be applied in accordance with the provision of Section 10 below.

7.7. **Application of Proceeds of Physical Damage Insurance**. With respect to any insurance policies as described in Section 7.2(b) (Physical Property Damage Insurance) above, the application of insurance proceeds from damage or loss to property shall be determined in accordance with Section 10 below and, subject to the rights of Leasehold Mortgagees pursuant to Leasehold Mortgages, in the event of any repair, replacement, restoration or rebuilding, be applied to the cost of such work.

7.8. **Self-Insurance**. Tenant may self-insure some or all of the risks covered by the insurance that it is otherwise obligated to maintain under this Lease and, accordingly, not to maintain the policies that are otherwise required hereunder, subject to the following requirements: (i) Tenant or any entity of which Tenant is a wholly-owned subsidiary ("Tenant's Parent") having a tangible net worth of at least Three Hundred Million Dollars ($300,000,000); (ii) no bankruptcy of Tenant or Tenant's Parent having occurred; and (iii) Tenant or Tenant's Parent, as applicable, maintaining appropriate loss reserves as required by Legal Requirements. All amounts paid or required to be paid and all losses or damages resulting from risks for which Tenant has elected to self-insure will be subject to the waiver of subrogation provisions of this Section 7 as to property insurance and will not limit Tenant's indemnification obligations set forth in Section 7.1 above.

8. REPAIRS

8.1. **Landlord's Repairs**. Except for completion of the Landlord's Work, Landlord shall not be required or obligated to make any changes, alterations, additions, improvements, or repairs in, on, or about the Premises, or any part thereof, during the Term of this Lease or any extension thereof. Landlord shall be obligated to perform all services, maintenance, repair and replacement, and operational activities at the Airport, including operating and maintaining all public and common use areas and facilities (including access roads, runways and taxiways), including snow removal, in accordance with the levels of performance expected at well-managed commercial airports in the United States. Landlord shall also be responsible for capital repairs and replacement of the apron and taxiway located on the Premises, provided such costs may be amortized on a straight line basis with interest at Prime Rate minus 100 basis points (the "Prime Rate" shall mean the prime rate published in the money rates section of the Wall Street Journal) over a period equal to the useful life thereof as reasonably determined by Landlord, and Tenant shall pay monthly as Rent such amortized payments accruing during the Term (the "Capital Expenses"). Landlord shall be obligated to perform all services under the Airport Use Agreement.

8.2. **Tenant's Repairs and Operation**. At all times during the Term of this Lease or any extension thereof, Tenant shall neither commit nor suffer any waste to the Premises and shall, at its sole cost and expense, keep and maintain the Premises in good order and repair and safe condition, provided, Tenant's maintenance obligations are limited by Landlord's warranty obligation set forth Addendum 4 attached hereto. Notwithstanding the foregoing, Landlord shall be obligated to make any necessary capital repairs or replacement of the taxiway or apron located on the Premises as set forth in Section 8.1 and Tenant shall be obligated to pay the Capital Expenses. Tenant shall make any and all additions to or alterations or repairs in and about the Premises which may be required by, and shall otherwise observe and comply with, all Legal Requirements which from time to time are applicable to the Premises and/or the Project.

8.3. **Condition at End of Lease**. Upon vacating the Premises on the end of the Term, Tenant shall leave the Premises and all Improvements in the state of repair and cleanliness required to be maintained by Tenant during the Term of this Lease and shall peaceably surrender the same to Landlord.

9. **QUIET ENJOYMENT.** So long as there is no continuing tenant default, tenant will, at all times during the lease term, have peaceful and quiet enjoyment of the premises free from claims arising by or through landlord.

10. DAMAGE OR DESTRUCTION

10.1. Effect of Damage or Destruction

(a) In the event of any material damage to or destruction of the Premises or any improvements thereon (i.e. the cost of repairing or replacing the same equals or exceeds thirty percent (30%) of the fair market value of Tenant's Estate immediately preceding such damage or destruction) from any causes whatever, Tenant shall promptly give written notice thereof to Landlord. At its sole cost and expense, regardless of the availability of insurance proceeds, but subject to unavoidable delays and any permitting requirements of governmental authorities, Tenant shall promptly take such action as is reasonably necessary to assure that neither the damaged Premises or the damaged Building or Improvements, nor any part thereof, nor any debris or rubble resulting therefrom (i) impairs or impedes public access through and across the public streets and sidewalks adjacent to the Premises, or (ii) constitutes a nuisance or otherwise presents a health or safety hazard. Tenant may, in its sole discretion, repair or restore the Premises or improvements as nearly as possible to its condition immediately prior to such damage or destruction or construct on the Premises such other improvements as may be allowed by law. All such repair and restoration shall be performed in accordance with the requirements of Section 6 above. Unless this Lease is terminated pursuant to Section 10.1(b) below or by mutual agreement, there shall be no abatement or reduction in Rent during such repair and restoration. Any insurance proceeds from Tenant's insurance payable by reason of such damage or destruction shall, subject to the rights of any Leasehold Mortgagee under any Leasehold Mortgage, be made available to pay the cost of such reconstruction. Insurance proceeds in excess of the cost of such reconstruction shall be paid to Tenant.

(b) Notwithstanding anything herein to the contrary, in the event (i) any such damage or destruction occurs within the last ten (10) years of the term of this Lease, (ii) such damage or destruction cannot be substantially repaired within six (6) months, (iii) the cost of repairing or replacing the improvements exceeds fifty percent (50%) of the fair market value of Tenant's Estate immediately preceding such damage or destruction, or (iv) the Building or Improvements were damaged or destroyed by a casualty that was not required to be insured against by Tenant and the cost of repair and restoration exceeds five percent (5%) of the fair market value of Tenant's Estate immediately preceding such damage or destruction, Tenant may elect by written notice to Landlord, within ninety (90) days after the date of such damage or destruction, to terminate this Lease. In the event Tenant elects to terminate this Lease, the Term of this Lease shall terminate one hundred twenty (120) days after the date of such damage or destruction and Rent shall abate from the date of the damage or destruction until the effective date of the termination.

10.2. **Insurance Proceeds**. Any insurance proceeds from Tenant's insurance payable shall, subject to the rights of any Leasehold Mortgagee under any Leasehold Mortgage, be allocated to Tenant, subject to Landlord's claim against Tenant's share of such proceeds from Tenant's insurance in an amount equal to sums due from Tenant hereunder. In the event Tenant elects to restore the Premises, any insurance proceeds from Tenant's insurance payable by reason of such damage or destruction shall, subject to the rights of any Leasehold Mortgagee under any Leasehold Mortgage, be made available to Tenant to pay the costs of such reconstruction and any funds remaining shall be allocated to Tenant.

10.3. **Clearing of Premises**. If any improvements are damaged or destroyed and Tenant has the right pursuant to Section 10.1 to terminate this Lease, then Tenant shall comply with Section 10.1(a) and shall surrender the Premises to Landlord in accordance with the terms and provisions of Section 8.3.

11. CONDEMNATION

11.1. Definitions

As used in this Article, the following words have the following meanings:

(a) "Award" means the compensation paid for the Taking, as hereinafter defined, whether by judgment, agreement or otherwise.

(b) "Taking" means the taking or damaging of the Premises or the Building or Improvements or any portion thereof as the result of the exercise of the power of eminent domain. Taking also includes a voluntary transfer or conveyance to the condemning authority or entity under threat of condemnation, in avoidance of an exercise of eminent domain, or while condemnation proceedings are pending.

(c) "Taking Date": means the date on which the condemning authority takes actual physical possession of the Premises, the Building or Improvements or any portion thereof, as the case may be.

(d) "Total Taking": means the taking of all right, title and interest to all of the Premises and the Tenant's Estate, or a partial Taking thereof if the partial Taking would materially reduce or impair the size, access to, or use of the Premises by Tenant.

(e) "Partial Taking" means any Taking of title that is not a Total Taking.

(f) "Notice of Intended Taking" means any notice or notification issued by a condemning authority in accordance with §73.015, Fla. Stat. (2019). Said Notice of Intended Taking is equivalent to a notice on which a prudent person would rely as expressing an existing intention of taking as distinguished from a mere preliminary inquiry or proposal. It includes but is not limited to the service of a condemnation summons and complaint on a party to this Lease.

11.2. **Total or Substantial Taking of Premises**. In the event of a Total Taking, then, upon notice by Tenant, this Lease shall terminate effective on the Taking Date, Rent will be apportioned as of said date and Tenant shall deliver possession of the Premises, Building and Improvements to Landlord on or no later than the Taking Date. Any dispute concerning whether a Taking constitutes a Total Taking shall be resolved in the manner set forth in Section 1.20 of Addendum 5.

11.3. **Apportionment and Distribution of Total Taking**. In the event of a Total Taking, Landlord and Tenant shall each formulate its own claim for an Award with respect to its respective interests, but will cooperate with the other party, to the extent possible, in an attempt to maximize the Award to be received by each, and Awards shall be distributed a follows: to Tenant (subject to the rights of any applicable Leasehold Mortgagee under its Leasehold Mortgage) to the extent that such Award is attributable to the Leasehold Interest, and to Landlord to the extent that such Award is attributable to Landlord's right, title, and interest in and to (a) the present value of its fee estate in the Premises, subject to this Lease; (b) the present value of its reversionary interest in the Building and Improvements, if any, and (c) the present value of all Rent due Landlord hereunder.

11.4. Partial Taking; Abatement and Restoration. If there is a Partial Taking of the Premises, the following shall apply. This Lease shall remain in full force and effect on the portion of the Premises and Project not Taken, except that, notwithstanding anything in this Lease which is or appears to be to the contrary, the Rent due under this Lease shall be reduced in the same ratio that the market value of the Tenant's Estate (as improved immediately prior to the Taking) is reduced by the Taking. The reduction in market value of the Tenant's Estate shall take into account and shall be determined subject to any permitted subleases then in effect, and shall be determined upon completion of any repairs, modifications, or alterations to the Building or Improvements on the Premises to be made hereunder following the Partial Taking. Within a reasonable time period after a Partial Taking, at Tenant's expense and in the manner specified in the provisions of this Lease relating to construction, maintenance, repairs, and alterations, Tenant shall reconstruct, repair, alter, or modify the Building or Improvements on the Premises so as to make them an operable whole to the extent allowed by governmental laws and restrictions. If Tenant does not repair, alter, modify, or reconstruct as required above, such failure shall, following written notice thereof to Tenant, constitute a Default by Tenant under this Lease and the portion of the Tenant's Award necessary for the repair, modification or reconstruction shall be promptly made available to Landlord to conduct such work.

11.5. Apportionment and Distribution of Award for Partial Taking. On a Partial Taking, all sums, including damages and interest, awarded for the fee title or the leasehold or both, shall be distributed first, as necessary to cover the cost of restoring the Building or Improvements on the Premises to a complete architectural unit of a quality equal to or greater than such Building or Improvements before the Taking (to the extent allowed by governmental laws and restrictions), and, thereafter, for apportionment between Landlord and Tenant based upon the formula set forth in Section 11.3.

11.6. Taking for Temporary Use. If there is a Taking of the Premises for temporary use for a period equal to or less than six (6) months, this Lease shall continue in full force and effect, Tenant shall continue to comply with Tenant's obligations under this Lease not rendered physically impossible by such Taking, the Term shall not be reduced or affected in any way, but the Rent shall abate for the period of such temporary Taking, and Tenant shall be entitled to any Award for the use or estate taken that is in excess of the amount of abated Rent. If any such Taking is for a period extending beyond such six (6) month period, the Taking shall be treated under the foregoing provisions for Total, Substantial and Partial Takings, as appropriate.

11.7. Notice of Taking; Representation. **Landlord shall promptly notify Tenant of any threatened Taking known to Landlord.** Landlord, Tenant and all persons and entities holding under Tenant each shall have the right to represent their respective interest in each proceeding or negotiation with respect to a Taking and to make full proof of such parties' claims. No agreement, settlement, sale, or transfer to or with the condemning authority shall be made without the consent of Landlord, Tenant and the Senior Recognized Leasehold Mortgagee, if any. Landlord and Tenant each agree to execute and deliver to the other any instruments that may be reasonably required to effectuate or facilitate the provisions of this Lease relating to condemnation.

11.8. Disputes in Division of Award. If the respective portions of any Award to be received by Landlord, Tenant and any Leasehold Mortgagee are not fixed in the proceedings for such Taking, and if Landlord, Tenant and any Leasehold Mortgagee do not agree in writing on such respective portions within thirty (30) days after the date of the final determination of the amount of such Award, the amounts of such respective portions shall be determined in the manner provided in Article 13 which determination shall be made consistent with and subject to the terms of this Lease. Upon the completion of such proceedings, such Award or Awards shall be paid to Landlord, Tenant and any Leasehold Mortgagee in accordance with the determination of the arbitrators and the order of distribution set forth in Section 11.3.

11.9. Separate Claims. Nothing contained in this Article 11 shall prevent either Landlord, Tenant or any Leasehold Mortgagee from filing or prosecuting separately their respective claims pursuant to this Article 11 for an Award or payment on account of the Takings to which this Article 11 applies, provided any such proceeding shall not reduce the amount of the Award provided to any other party pursuant to the terms of this Lease.

11.10 Landlord's Condemning Power. Except to the extent that the exercise of such rights and powers is (a) essential for the safe and efficient operation of the Airport, or (b) essential to enhance the capacity or the efficiency of the Airport, and, in either case, as approved in the [Airport Master Plan], Landlord hereby waives, as to the Premises, any rights or powers of condemnation it may have under applicable law. If, notwithstanding such waiver, the Premises or any portion thereof is taken by Landlord as the condemning authority, all resulting compensation shall be the property of and shall be paid to Tenant. With respect to any condemnation to which Landlord's waiver of its rights and powers of condemnation under the provisions of this Section 11.10 is not applicable, Tenant's compensation shall be limited to its portion of any condemnation award as provided in the foregoing provisions of this Article 12, and Tenant shall not be entitled to any further damages under this Section 11.10.

12. TRANSFER

12.1. No Transfer Without Landlord's Consent. Except as set forth below, without Landlord's prior consent, Tenant will not assign this Lease, sublease any portion of the Premises, or grant any license or right to use any portion of the Premises (each, a "Transfer") to any person or entity (a "Transferee"). Landlord will approve or disapprove of any Transfer request within ten (10) days following receipt of the request and will provide reasons for any disapproval. If Landlord does not respond within ten (10) days, then Tenant may send Landlord an additional copy of the notice. If Landlord does not respond to such additional notice within three (3) Business Days, then Tenant may send a third (3rd) copy of the notice, stating "FAILURE TO RESPOND WITHIN 3 BUSINESS DAYS WILL CONSTITUTE DEEMED APPROVAL," and, if Landlord does not approve or disapprove within three (3) Business Days, the request will be deemed approved. Notwithstanding anything to the contrary, Tenant may effect a Transfer, without Landlord's consent, to (i) any entity controlling, controlled by, or under common control with Tenant (an "Affiliated Entity"); (ii) any entity resulting from the merger or consolidation of or with Tenant or an Affiliated Entity; (iii) any person or entity that acquires all (or substantially all) of the assets of Tenant or an Affiliated Entity; (iv) any successor of Tenant or an Affiliated Entity by reason of public offering, reorganization, dissolution, or sale of stock, membership, or partnership interests or assets (each of the scenarios described in clauses (i)–(iv) above, a "Tenant Affiliate"); or (v) any third party who possesses the experience and qualifications, including but not limited to commercial project management experience necessary to develop the Project, and with whom Tenant will enter into a sublease of the Premises following completion of the Project (collectively, "Permitted Transferees"). Section 12.2 does not apply to Permitted Transferees. Upon a Transfer (other than a sublease), and provided that the Guaranty remains in place, Tenant will be automatically released from all obligations under this Lease occurring after the date of such Transfer.

12.2 Right to Pursue Transferee. If Tenant effects a Transfer, or if the Premises are occupied in whole or in part by anyone other than Tenant, then during a Tenant Default, Landlord may collect any rent due under the terms of the relevant Transfer from any Transferee or other occupant and apply it to the Rent payable hereunder. No such collection or application of rent will be deemed a release of Tenant from Tenant's further performance of its obligations hereunder.

12.3. Tenant's Right to Sublease. This Lease was granted, in part, to allow Tenant to improve and develop the Project and to derive profit therefrom via the subleasing of space located therein. Therefore, Tenant may sublease leasable space located within the Project or on the Premises during the

Term of this Lease without the consent of Landlord, provided that the subleasing of such space is pursuant to written sublease agreements (each, a "Sublease") executed by Tenant and the Subtenant thereunder (each, a "Subtenant") who will occupy such space. Each of the following shall apply to any and all Subleases for the Project:

(a) Each Sublease is expressly subordinate to the interests and rights of Landlord in the Premises and under this Lease, and requires the Subtenant to take no action in contravention of the terms of this Lease.

(b) Each Sublease is of a duration less than the Term of this Lease.

12.4. Assignment by Landlord. If Landlord sells or otherwise transfers the Premises, or if Landlord assigns its interest in this Lease, such purchaser, transferee or assignee thereof shall be deemed to have assumed Landlord's obligations hereunder which arise on or after the date of sale or transfer, and Landlord shall thereupon be relieved of all liabilities hereunder accruing from and after the date of such transfer of assignment, but this Lease shall otherwise remain in full force and effect.

13. INSOLVENCY

If a receiver or trustee is appointed to take possession of all or substantially all of the assets of Tenant where possession is not restored to Tenant within one hundred twenty (120) days; or if any action is taken or suffered by Tenant pursuant to an insolvency, bankruptcy or reorganization act (unless such is dismissed within one hundred twenty (120) days); or if Tenant makes a general assignment for the benefit of its creditors; and if such assignment continues for a period of one hundred twenty (120) days, it shall, at Landlord's option, constitute a default by Tenant and Landlord shall be entitled to the remedies set forth in Section 16 below, which may be exercised by Landlord without prior notice or demand upon Tenant. Notwithstanding the foregoing, as long as there is a Recognized Leasehold Mortgagee, neither the bankruptcy nor the insolvency of Tenant shall operate or permit Landlord to terminate this Lease as long as all Rent and all other charges of whatsoever nature payable by Tenant continue to be paid in accordance with the terms of this Lease.

14. BREACH

14.1. Breach and Default by Tenant. In addition to Section 14, the occurrence of any of the following shall constitute a default (a "Default") under this Lease:

(a) Failure to make any payments of Rent or other payments due under this Lease if the failure to pay is not cured within ten (10) Business Days after written notice of such default has been given by Landlord; or

(b) Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after written notice of such failure has been given by Landlord. If the failure cannot reasonably be cured within thirty (30) days (provided that the lack of funds, or the failure or refusal to spend funds, shall not be an excuse for a failure to cure), then the Tenant shall not be in default under this Lease if it pays all Rent and all other items required to be paid under this Lease and commences to cure any such non-monetary default within thirty (30) days and diligently and in good faith continuously prosecutes the cure of such default to completion.

14.2. Notice of Breach or Default. Any notice which Landlord is required to give pursuant to Section 14.1 as a condition to the exercise by Landlord of any right to terminate this Lease shall be in addition to, and not in lieu of, any notice required under applicable law.

14.3. Landlord's Remedies. In the event of a Tenant Default, subject to the rights of any Recognized Leasehold Mortgagee under Addendum 6, Landlord may terminate this Lease or Tenant's right of possession (but Tenant will remain liable as hereinafter provided); provided that Landlord may not terminate this Lease or Tenant's right of possession unless, after a Tenant Default, Landlord delivers notice of Landlord's intent to so terminate (which notice will be in addition to any notice required under Section 14.1) and Tenant fails to cure such Tenant Default within ten (10) Business Days after receipt of the notice (or, in the case of a Tenant Default described in Section 14.1(b), if Tenant fails to commence to cure within ten (10) Business Days after receipt of the notice).

14.3.1. Termination. If Landlord terminates this Lease, Landlord may recover from Tenant the sum of the following: all Ground Rent and all other amounts accrued hereunder to the date of such termination; the cost of reletting the whole or any part of the Premises, including leasing commissions incurred by Landlord (provided that Tenant will not be liable for any portion applicable to the period after the scheduled termination of this Lease); costs of removing and storing Tenant's or any other occupant's property; costs of putting the Premises into the condition that Tenant was required to leave it on termination of this Lease; all reasonable expenses incurred by Landlord in pursuing its remedies, including reasonable attorneys' fees and court costs; and the excess of the then-present value of the Ground Rent Tenant would have been required to pay to Landlord during the period following the termination measured from the date of such termination to the expiration date stated in this Lease (excluding any extension periods), over the present value of any net amounts Tenant establishes Landlord can reasonably expect to recover by reletting the Premises for such period, taking into consideration the availability of acceptable tenants and other market conditions affecting leasing. Such present values will be calculated at a discount rate of eight percent (8%) per annum.

14.3.2. Termination of Possession. If Landlord terminates Tenant's right to possession without terminating this Lease, Landlord will use commercially reasonable efforts to mitigate its damages and relet the Premises; provided that (i) any reletting will be on such terms and conditions as Landlord in its reasonable discretion may determine; (ii) Landlord may lease any other space at the Airport controlled by Landlord first; and (iii) any proposed tenant must meet commercially reasonable leasing criteria. For the purpose of such reletting, Landlord is authorized to make any repairs and alterations to the Premises as Landlord deems reasonably necessary or desirable. If the Premises are not relet, then Tenant will pay to Landlord as damages a sum equal to the amount of the Ground Rent payable under this Lease for such period, plus the cost of recovering possession of the Premises (including reasonable attorneys' fees and court costs). If the Premises are relet and the sum realized from such reletting will not satisfy the Ground Rent payable under this Lease, then Tenant will pay any such deficiency within thirty (30) days of demand from Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect in writing to terminate this Lease for such previous Tenant Default.

14.4. Landlord Default. The occurrence of any of the following events shall constitute a "Landlord Default" under this Lease:

(a) Landlord's failure to perform or observe any of the covenants, provisions or conditions contained in this Lease on its part to be performed or observed, and (a) if such failure can reasonably be cured within thirty (30) days after Landlord's receipt of written notice from Tenant respecting such failure, such failure is not cured within such thirty (30) day period; or (b) if such failure cannot reasonably be cured within said thirty (30) day period, Landlord fails to promptly commence to cure such failure upon receipt of Tenant's written notice with respect to the same, or thereafter fails to continue to make diligent and reasonable efforts to cure such failure. Notwithstanding the above, Landlord acknowledges that continuous operation is critical to Tenant's business and agrees that if Landlord's failure causes material interference to Tenant's operations, Landlord shall commence its cure within such shorter period as is commercially reasonable given the nature of the failure and the interference with Tenant's operations and shall diligently

prosecute the cure to completion. If Tenant notifies Landlord that Landlord's failure or activity is causing material interference to Tenant's operations, Landlord shall respond within twenty-four (24) hours with a statement of Landlord's plan to address the failure or activity and the estimated time for cure, shall commence the cure as soon as reasonably possible (but in any event within forty-eight (48) hours after Tenant's notice, subject to Force Majeure but only if Landlord commences to take all commercially reasonable actions to cure any such event of Force Majeure within such 48-hour period), and shall diligently pursue and keep Tenant informed of the progress of the cure and Landlord's failure to comply with this sentence shall constitute a default hereunder. Notices under the preceding sentence only may be given by email (promptly followed by notice pursuant to Addendum 5) to all of the following addresses (or other email addresses provided by either party in a notice to the other): for Landlord: Timothy J. McCausland, City Attorney, 228 South Massachusetts Ave. Lakeland, Fl 33801; and for Lessee: naops-propmgmt@amazon.com, OpsRELegalnotice@amazon.com; na-realestate@amazon.com, and naops-rent@amazon.com; or

(b) Any court of competent jurisdiction shall issue an injunction that materially restricts the use of the Airport for airport purposes and that is not dismissed within thirty (30) days or such additional period of time as is reasonably necessary to dismiss such injunction if Landlord has diligently contested such injunction in good faith through appropriate proceedings; or

(c) The United States of America or any authorized agency thereof or any other Governmental Authority having jurisdiction over the Airport shall assume the operation, control or use of the Airport facilities, or any substantial part thereof in such a manner as to restrict for a period of ninety (90) days or more Lessee's operations hereunder; or

(d) Landlord initiates any Condemnation Proceeding for the condemnation or taking of the Premises, the Building or the Improvements, or any portion thereof, in violation of Section 11.10; or

(e) The Airport shall be abandoned for aviation uses.

14.5 Remedies on Landlord Default. Upon the occurrence of any Landlord Default and at any time thereafter so long as the Landlord Default continues, Tenant may, at its election, give Landlord notice of its intention to terminate this Lease on the date specified in the notice, which date shall not be earlier than thirty (30) days after the notice is given. Tenant shall remain liable for all Ground Rent accrued hereunder to the date such termination becomes effective and for all other sums then owing by Tenant hereunder. To the extent Tenant is prevented from using the Premises or there is a material interference with Tenant's operations at the Premises as a result of a Landlord Default, Ground Rent for such period shall be equitably abated. In addition, upon the occurrence of a Landlord Default and at any time thereafter so long as the Landlord Default continues, and without waiving or releasing Landlord from any obligation to cure the Landlord Default, as an additional but not exclusive remedy, if allowed by Legal Requirements, Tenant may (but shall not be obligated to), after reasonable written notice, perform any of Landlord's obligations that are the subject of the Landlord Default and not required to be performed by Landlord under its airport operating certificate (14 C.F.R. Part 139), and all sums expended by Tenant in performing such obligations may be set-off by Tenant against the Rents owing by Tenant to Landlord hereunder. In addition to the foregoing, Tenant shall have all rights and remedies afforded to it at law or in equity, including the right to seek damages due to the Landlord Default.

14.6 Interruption of Tenant's Business. If there is an interference with Tenant's normal business operations resulting from (i) an interruption of utilities or services to the Premises for more than twelve consecutive hours due to the actions, omissions or negligence of any Landlord Party acting in its capacity as the operator of the Airport or Landlord under this Lease (excluding other City of Lakeland departments not performing work at the Airport, i.e. Lakeland Electric), (ii) Landlord's breach of this Lease

(regardless of whether any cure period has elapsed), (iii) the activities of any Landlord Parties on the Premises, or (iv) an interruption of access to the Premises or the Airport due to the actions, omissions or negligence of any Landlord Party, or Landlord's breach of this Lease (including failure to honor the Air Show Requirements) then in each such event Ground Rent shall abate in proportion to the square footage of the Premises affected by the interference. Any such abatement shall commence as of the occurrence of the matter set forth above and shall continue until the problem is corrected; provided that if any such event results in a continuing material interference with Tenant's normal business operations at the Premises, Tenant may terminate this Lease upon not less than thirty (30) days' prior notice to Landlord. The deadlines set forth in this paragraph shall not be extended for Force Majeure.

15. LANDLORD MAY INSPECT THE PROPERTY

Landlord may only enter the Premises during normal business hours on at least one (1) Business Day's notice (except in an emergency, when no such notice is required) (a) to inspect the Premises; and (b) to show the Premises to prospective purchasers and, during the last two hundred seventy (270) days of the Term (but not before all extension rights under this Lease have expired), to prospective tenants. In connection with any such entry, (i) Landlord agrees to collect a duly-executed non-disclosure agreement on Tenant's or any Subtenant's form prior to permitting any other Landlord Party or any third party to enter; (ii) Tenant may deny access to third parties if Tenant determines, in its reasonable discretion, that allowing such third party potential exposure to Tenant's Confidential Information within the Premises would be detrimental to Tenant's business interests; (iii) except in an emergency where necessary to prevent imminent damage to persons or property, Landlord and any other party will enter the Premises only when accompanied by a Tenant representative and in compliance with Tenant's security programs, confidentiality requirements, and other reasonable rules and regulations; and (iv) Landlord will minimize, so far as may be reasonable under the circumstances, any disturbance to Tenant's operations and will diligently prosecute to completion any activities that involve the Premises. Notwithstanding the foregoing, Landlord shall be entitled to perform its daily airfield perimeter inspections without notice to Tenant, provided such inspections do not include entry into the Building. Landlord may not erect signs on the Premises stating the Premises is available for lease until the last one hundred eighty (180) days of the Term (but not before all extension rights under this Lease have expired).

16. HOLDING OVER

Tenant may remain in the Premises for a specified time period (up to one hundred eighty (180) days) following the Term expiration (the "Operational Extension") by notifying Landlord of its intention prior to the Extension Notice Deadline (the "Operational Extension Option"). The Operational Extension will be under the same terms and conditions in effect during the immediately previous Term. In the event a holdover possession exceeds the Operational Extension, or in the event of any other holdover (including following an early termination by Tenant), such possession will be month-to-month at a rate of one hundred twenty-five percent (125%) of Ground Rent at the time of the holdover, provided that any annual increases in Ground Rent will continue to occur as contemplated by Addendum 1, and subject to termination by Landlord or Tenant upon thirty (30) days' notice to the other party at any time. During any holdover possession, all of the other terms of this Lease (excluding any expansion or similar option or right) will be applicable and all other payments will continue. Subject to Section 33, if (a) Tenant has not vacated the Premises following the expiration of the Term or the Operational Extension, as applicable; and (b) Landlord provides at least thirty (30) days' notice of the amount of any of the following damages that Landlord will incur as a result of Tenant's failure to vacate the Premises at the end of such thirty (30)-day period, then if Tenant fails to vacate before the later of (i) the expiration of the Term; (ii) the expiration of any Operational Extension; or (iii) thirty (30) days after receipt of such notice, Tenant will be liable to Landlord for the rental revenue actually lost by Landlord solely as a result of the holdover from an executed lease, and any amounts Landlord is required to pay to any new tenant solely as a result of the holdover, but Tenant will

not be liable for any other indirect or consequential damages. No holding over by Tenant, whether with or without consent of Landlord, will operate to extend this Lease except as otherwise expressly provided herein.

17. PUBLIC ANNOUNCEMENTS; CONFIDENTIALITY

17.1. Public Announcements. No Landlord Party will make public announcements regarding Tenant's construction of the Project or proposed or actual occupancy of the Premises without Tenant's prior consent, which Tenant may withhold in its sole and absolute discretion, and Landlord will instruct its brokers, developers, contractors, subcontractors, agents, and consultants not to make or issue any public announcement regarding Tenant's construction of the Project or proposed or actual occupancy of the Premises; provided that Landlord may issue a press release regarding Tenant's occupancy of the Premises only if such press release (i) is issued following (or simultaneously with, if required by Legal Requirements) the issuance of a press release by Tenant; (ii) does not contain information relative to Tenant or the Premises other than information contained in any press release(s) issued by Tenant or as otherwise approved by Tenant, in its sole and absolute discretion; and (iii) is approved in its final form by Tenant prior to release, such approval not to be unreasonably withheld. After the commencement of Tenant's operations at the Premises, Landlord may list Tenant or Tenant's ultimate parent and/or use a picture of the exterior of the Premises in lists of representative tenants or other marketing materials.

17.2 Confidential Information. All information specifically labeled as "confidential" or that would reasonably be presumed to be confidential, including the terms and conditions of this Lease and all nonpublic information relating to Tenant's technology, operations, customers, business plans, promotional and marketing activities, finances, and other business affairs (collectively, "Confidential Information"), that is learned by or disclosed to any Landlord Parties with respect to Tenant's business in connection with this leasing transaction will be kept strictly confidential by such Landlord Parties and will not be used or disclosed to others without the express prior consent of Tenant, which Tenant may withhold in its sole and absolute discretion; provided that Landlord may (i) use Confidential Information for its confidential internal business purposes; (ii) disclose Confidential Information as required by Legal Requirements; and (iii) disclose the terms and conditions of this Lease to its affiliates, as well as its and their respective agents, servants, directors, officers, and employees, or potential purchasers or lenders, provided that Landlord ensures that parties receiving Confidential Information understand and agree in writing to be bound by the terms of this confidentiality provision. Notwithstanding anything herein to the contrary, the provisions of this Section 17.2 will continue to bind Landlord after Landlord's conveyance of the Premises or any portion thereof.

17.3. Public Disclosure Request. Upon Landlord's receipt of a public records request for disclosure of this Lease or any Confidential Information, Landlord will (i) immediately give Tenant prior notice (including email notice to foia@amazon.com) in order to allow Tenant to seek a protective order or other appropriate remedy; (ii) disclose information only to the extent required by Legal Requirements; and (iii) use commercially reasonable efforts to obtain confidential treatment for any information that is so disclosed.

18. WAIVER OF CONSEQUENTIAL DAMAGES.

Notwithstanding anything to the contrary, neither Landlord nor Tenant will be liable to the other for consequential damages, such as lost profits or interruption of either party's business, except that this sentence will not apply to (a) damages resulting from Tenant's holdover, but only to the extent described in Section 16; or (b) Landlord's breach of its confidentiality obligations under this Lease up to an amount equal to six (6) months of Ground Rent for a non-willful breach (and no such cap will apply to Landlord's willful breach). Any liability of Landlord under this Lease will be limited solely to its interest in the

Building and the Land and to the rents and proceeds therefrom (including insurance proceeds), and in no event will any recourse be had to any other property or assets of Landlord.

19. HAZARDOUS MATERIALS

19.1. Hazardous Materials Generally and Tenant Obligations. Except for Hazardous Materials used in connection with Tenant's normal business operations as permitted under this Lease, including any packaged merchandise to be sold, handled, and/or held for shipment to customers, maintenance of Tenant's trucks and machinery, fuel (including liquid hydrogen or other alternative fuels) or batteries for any trucks, generators, other machinery, or Energy and Communications Related Improvements (all of which will be handled by Tenant in compliance with all Environmental Requirements), Tenant will not permit any Hazardous Material upon the Building or Premises, or transport, store, use, generate, manufacture, or release any Hazardous Material in or about the Building or Land without Landlord's prior consent. Tenant, at its sole cost, to the extent required by Environmental Requirements, will investigate, remove, monitor, mitigate, and remediate Hazardous Materials released into or on the Building or Premises by any Tenant Parties. Landlord will provide Cooperation Efforts to obtain or comply with any licenses, permits, or other governmental permissions required in connection with Tenant's use of Hazardous Material in compliance with this Section. "Environmental Requirements" means all Legal Requirements relating to the protection of human health and the environment or exposure to Hazardous Materials or hazardous materials, including the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; the Occupational Safety and Health Act; all state and local counterparts thereto; and any regulations, policies, permits, or approvals promulgated or issued thereunder. "Hazardous Materials" means any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic under any Environmental Requirements.

19.2. Landlord Representation and Warranty. Landlord represents and warrants that except for information contained in the Phase I Environmental Site Assessment report dated May 9, 2019, and prepared by Langan Engineering and Environmental Services, Inc., as updated on [_____, 2019] (the "Phase I"), to Landlord's actual knowledge on the Commencement Date, (i) the Premises is free from Hazardous Materials and mold and there are no environmental conditions affecting the Premises in violation of Environmental Requirements; (ii) there is no asbestos, asbestos-containing materials, presumed asbestos-containing materials, PCBs, or PCB-containing materials or equipment in, at, on or under the Premises; (iii) there are no environmental reports or studies related to the Premises other than the Phase I; (iv) there are no past, present, or threatened releases, disposals, discharges, dispersals, or emissions of Hazardous Materials at, in, on, under or emanating to or from the Premises; (v) there are no, and have never been, any underground storage tanks or wells in, at, on or under the Premises; and (vi) Landlord has provided Tenant with copies of all notices within its possession or control (x) from governmental entities in connection with actual or potential environmental conditions in, at, or on the Premises; (y) from governmental entities relating to compliance with permits or Environmental Requirements; and (z) related to actual or threatened administrative or judicial proceedings in connection with environmental conditions in, at, or on the Premises. Landlord represents and warrants that to its actual knowledge it conducted "all appropriate inquiries" as required to qualify as a "bona fide prospective purchaser" as those terms are used in 42 U.S.C. § 9601(40).

19.3. Tenant Indemnification Obligation. Tenant will indemnify, defend, and hold Landlord harmless from and against any and all losses, liabilities, damages, costs, and expenses (including remediation, removal, repair, corrective action, or cleanup expenses, reasonable attorneys' and consultants' fees, and punitive and/or natural resource damages) (collectively, "Environmental Claims") that are brought or recoverable against, or incurred by, Landlord as a result of any release of Hazardous Materials that Tenant is obligated to remediate as provided above or any other breach of the requirements under this

Section 19 by any Tenant Party, regardless of whether Tenant had knowledge of such noncompliance, except to the extent caused by the negligence or willful misconduct of Landlord or any Landlord Party.

19.4. Landlord Obligations. Landlord shall, at its sole cost, comply with, and cause the Premises to comply with, all Environmental Laws during the Term except to the extent Tenant is required to do so under this Section 19. Without limiting the foregoing, Landlord shall, at its sole cost, promptly and diligently (i) investigate, remove, monitor, mitigate, and/or remediate (or, at Tenant's election, reimburse Tenant for the costs to investigate, remove, monitor, mitigate, and/or remediate) any and all Hazardous Materials located in, on, and under the Premises (other than those for which Tenant is responsible under this Section 19) to the extent required by Environmental Laws, or as may be required for the health or safety of Tenant's employees; and (ii) obtain, maintain, and comply with any and all permits required with respect to the Premises under applicable Environmental Laws, except for such permits specifically required and held by Tenant in connection with Tenant's operations. Landlord shall indemnify, defend, and hold Tenant harmless from and against any and all Environmental Claims that are brought or recoverable against, or incurred by, Tenant arising from (x) any environmental condition existing prior to Tenant's occupancy of the Premises in violation of Environmental Laws; (y) the release of Hazardous Materials by Landlord or any Landlord Parties affecting the Premises and in violation of Environmental Laws; or (z) any other breach of the requirements under this Section 19 by any Landlord Party, regardless of whether Landlord had knowledge of such noncompliance, except to the extent caused by the negligence or willful misconduct of Tenant or any Tenant Party.

19.5. Remediation Obligations. If, during the Term, Landlord or Tenant (each, a "Notifying Party") reasonably believes that any Hazardous Materials are located in, under, on, or about the Building or the Land in violation of any Environmental Laws (other than those that the Notifying Party is responsible for under this Section 19), then the Notifying Party shall promptly give the other party (the "Responding Party") notice thereof (the "Hazardous Materials Notice"). Within thirty (30) days after receipt of the Hazardous Materials Notice, the Responding Party, at its sole cost, shall diligently conduct its own investigation, and shall commence to remove, monitor, mitigate, and/or remediate such Hazardous Materials to the extent required by Environmental Laws within sixty (60) days after the Hazardous Materials Notice and thereafter diligently prosecute such activities to completion. If the Responding Party fails to perform its obligations under this Section 19.5, the Notifying Party may elect to perform such obligations on behalf of the Responding Party and the Responding Party shall reimburse the Notifying Party.

20. ANTI-CORRUPTION

Landlord acknowledges that Tenant's Code of Business Conduct and Ethics, a copy of which is posted at http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-govConduct, Section 7 of which prohibits the paying of bribes to anyone for any reason, whether in dealings with governments or the private sector. Landlord will not violate or knowingly permit anyone to violate the Code's prohibition on bribery or any applicable anti-corruption laws in performing under this Lease. Landlord will maintain true, accurate and complete books and records concerning any payments made to another party by Landlord under this Lease, including on behalf of Tenant. Tenant and its designated representative may inspect Landlord's books and records to verify such payments and for compliance with this Section.

22. NONDISCRIMINATION

22.1 Civil Rights Act of 1964, Title VI-49 CFR Part 21. During the performance of this Lease, Tenant for itself, its assignees and successors in interest agree as follows:

(a) Compliance with regulations. Tenant shall comply with regulations relative to non-discrimination in federally assisted programs of the Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (the "DOT Regulations") which are hereby incorporated by reference and made a part of this Lease.

(b) Non-discrimination. Tenant, with regard to the work performed by it during the Lease, shall not discriminate on the grounds of race, gender, color or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Tenant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the DOT Regulations, including employment practices when this Lease covers the program set forth in Appendix B of the DOT Regulations.

(c) Solicitations for subcontractors, including procurements of materials and equipment. In all solicitations either by competitive bidding or negotiation made by Tenant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Tenant of its obligations under this Lease and the DOT Regulations relative to non-discrimination on the grounds of race, gender, color or national origin.

(d) Information and reports. Tenant shall provide all information and reports required by the DOT Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be reasonably determined by Landlord or the FAA to be pertinent to ascertain compliance with the DOT Regulations and directives. Where any information required of Tenant is in the exclusive possession of another Person who fails or refuses to furnish this information, Tenant shall so certify to Landlord or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for non-compliance. In the event of Tenant's non-compliance with the non-discrimination provisions of this Lease, Tenant may be subject to sanctions as determined by the FAA.

(f) Incorporation of Provisions. Tenant shall include the provisions of clauses (A) through (E) above in every subcontract and sublease, including procurements of materials and leases of equipment, unless exempted by the DOT Regulations or directives issued pursuant thereto. Tenant shall take such action with respect to any subcontract, sublease or procurement as Landlord or the FAA may reasonably direct as a means of enforcing such provisions including sanctions for non-compliance, *provided*, *however*, that if Tenant becomes involved in or is threatened with, litigation with a subcontractor, Subtenant or a supplier as a result of such direction, Tenant shall have the right to request Landlord to enter into such litigation to protect the interest of Landlord and, in addition, Tenant shall have the right to request the United States to enter into such litigation to protect the interest of the United States.

22.2 Title VI List of Pertinent Nondiscrimination Authorities. During the performance of this Lease, Tenant, for itself, its assignees, and its successors in interest agrees to comply with the following non-discrimination statutes and authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 *et seq*.) (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq*.) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, as amended (49 USC § 471, Section 47123) (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The FAA's non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which discourages discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination including discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Tenant must take reasonable steps to ensure that LEP persons have meaningful access to Tenant's programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits Tenant from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

22.3 Airport and Airway Improvement Act of 1982, Section 520, General Civil Rights Provisions. Tenant assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated by the United States to assure that no person shall, on the grounds of race, creed, color, national origin, gender, age or physical disability, be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates Tenant, its subcontractors, Subtenants, successors or assignees for the period during which Federal assistance is extended to the Airport, except where Federal assistance is to provide,

or is in the form of, personal property or real property or an interest therein or structures or improvements thereon. In these cases, the provision obligates Tenant, its subcontractors, Subtenants, successors and assigns for the longer of the following periods:

(a) the period during which the property is being used by the Airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or,

(b) the period during which the Airport sponsor or any transferee retains ownership or possession of the property.

22.4 Federal Assurances.

(a) Tenant, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(b) Tenant, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 Code of Federal Regulation (CFR), Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

Addenda (incorporated into this Lease by this reference):

1 Ground Rent
2 Extension Options
3 Expansion Right
4 Work Letter
5 Additional Terms
6 Leasehold Mortgages

Exhibits (incorporated into this Lease by this reference):

A Legal Description of Premises
A-1 Depiction of Premises
A-2 Legal Description of Expansion Property
A-3 Depiction of Staging Area and Parking Area
A-4 Taxi-Lane Delivery Dates
B Permitted Exceptions
C Conceptual Site Plan
D Form of Notice of Lease Terms Dates
E Airport Use Agreement
F Form of Memorandum of Lease
G Rehabilitation Plan

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the dates set forth below, to be effective as of the later of the dates shown below (the "Effective Date").

CITY OF LAKELAND, FLORIDA,
a Florida municipal corporation

(CORPORATE SEAL)

By: _____
H. William Mutz,
Mayor

By: _____
Kelly S. Koos, City Clerk

Approved as to form and correctness:

By: _____
Timothy J. McCausland, City Attorney

STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared **H. WILLIAM MUTZ, as Mayor and KELLY S. KOOS, as City Clerk of the CITY OF LAKELAND** to me personally known.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of .

_____
Notary Public

(Seal)

_____
(Print Name of Notary Above)
Commission No.:_____
My Commission expires:

Witnesses:

_____
Signature

Name: _____

Date: _____

_____
Signature

Name: _____

Date: _____

TENANT:

AMAZON.COM SERVICES, INC. a Delaware corporation

By: _____

Name: _____

Title: _____

Date signed: _____

Witnesses:

_____
Signature

Name: _____

Date: _____

_____
Signature

Name: _____

Date: _____

STATE OF)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of _____, personally appeared _____, to me known to be the _____ respectively, of _____, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she/they is/are authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

_____
Notary Public in and for the State of _____
Residing at: _____
My commission expires: _____

STATE OF)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of _____, personally appeared _____, to me known to be the _____, respectively, of _____, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she/they is/are authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

_____
Notary Public in and for the State of _____
Residing at: _____
My commission expires: _____

ADDENDUM 1
GROUND RENT

Initial Term

	Ground Lease Rent		*Capitalized Rent		Total Rent	
	Annual	Monthly	Annual	Monthly	Annual	Monthly
Years 1-5	$ 411,816.24	$ 34,318.02	$ 556,000.00	$ 46,333.33	$ 967,816.24	$ 80,651.35
Years 6-10	$ 442,702.46	$ 36,891.87	$ 597,700.000	$ 49,808.33	$ 1,040,402.46	$ 86,700.20
Years 11-15	$ 475,905.14	$ 39,658.76	$ 642,527.500	$ 53,543.96	$ 1,118,432.64	$ 93,202.72
Years 16-20	$ 511,598.03	$ 42,633.17	$ 690,717.063	$ 57,559.76	$ 1,202,315.09	$ 100,192.92

First Option Term

	Ground Lease Rent		*Capitalized Rent		Total Rent	
	Annual	Monthly	Annual	Monthly	Annual	Monthly
Years 21-25	$ 549,967.88	$ 45,830.66	$ 742,520.84	$ 61,876.74	$ 1,292,488.72	$ 107,707.39
Years 26-30	$ 591,215.47	$ 49,267.96	$ 798,209.905	$ 66,517.49	$ 1,389,425.38	$ 115,785.45

*Capitalized Rent applies to the initial 20 year lease term and first option term.

There shall be no Capitalized Rent in the event the Term exceeds thirty (30) years.

As set forth in the table above, the Ground Rent increases 7.5% (the "Ground Rent Escalation") every five years, with the first increase in Ground Rent occurring five (5) years from the Commencement Date, and subsequent increases will occur every five (5) years thereafter.

If the Commencement Date does not occur on the first day of a calendar month, then the Ground Rent Escalation will occur on the first day of the first full calendar month following the date that is five (5) years from the Commencement Date.

ADDENDUM 2
EXTENSION OPTIONS

1. Tenant (or any Permitted Transferee) has the right to extend the Term for three (3) additional term(s) of ten (10) years each (each, an "Extension Term") commencing on the day following the expiration of the Term (each, a "Commencement Date of the Extension Term"). Tenant will give notice (the "Extension Notice") of its election to extend the Term at least two hundred seventy (270) days prior to the scheduled expiration of the Term (the "Extension Notice Deadline").

2. The Ground Rent during the first Extension Term shall be the rate shown on the table set forth in Addendum 1. The Ground Rent during the second and third Extension Term will be one hundred percent (100%) of the then-prevailing market rate for new leases for unimproved similarly situated land in the area ("Fair Market Rent"). Fair Market Rent will reflect all monetary and non-monetary concessions being granted to tenants for comparable transactions, including brokerage commissions, improvements paid for by tenant improvement allowances, moving allowances, and rent concessions. Fair Market Rent will be adjusted to take into account the size of the Premises, the length of the Extension Term, and the credit of Tenant or any entity of which Tenant is a wholly-owned subsidiary, but will be calculated without taking into account any improvements paid for by Tenant, including the Building or Improvements. The parties agree that new leases to government and quasi-governmental entities or not-for-profit organizations will not be considered representative leases in the market.

3. Landlord will notify Tenant of its determination of the Fair Market Rent (consistent with the methodology reflected in the paragraph above) and of the Extension Notice Deadline for the applicable Extension Term no earlier than four hundred twenty-five (425) days and no later than three hundred sixty-five (365) days prior to the scheduled expiration date of the Term ("Landlord's FMR Notice"). The Extension Notice Deadline will be extended one day for every day Landlord has failed to provide Landlord's FMR Notice by the time period set forth herein. If Landlord has provided Landlord's FMR Notice and Tenant disagrees with Landlord's determination of the Fair Market Rent, Landlord and Tenant will confer for a period of thirty (30) days after the date of Tenant's receipt of Landlord's FMR Notice in an attempt to agree on the Fair Market Rent. In the event Landlord and Tenant fail to reach an agreement on such rental rate within such thirty (30)-day period, then if Tenant provides its Extension Notice by the later of thirty (30) days after receipt of Landlord's FMR Notice or the Extension Deadline Notice, the Fair Market Rent that will be used in computing Ground Rent for the applicable Extension Term will be determined as follows: within five (5) Business Days after the expiration of the thirty (30)-day period described above, Landlord and Tenant will each select an appraiser with at least ten (10) years' experience in the market in which the Premises is located. The two (2) appraisers will exchange their respective determinations of Fair Market Rent within ten (10) days after their selection, and if the lower appraisal is not less than ninety percent (90%) of the higher appraisal, then the two (2) appraisals will be averaged and the result will be the Fair Market Rent. However, if the two (2) appraisers are unable to agree on the Fair Market Rent or the lower appraisal is more than ninety percent (90%) of the higher appraisal, they then will select a similarly qualified third appraiser (the "Neutral Appraiser"). Within twenty (20) days after selection of the Neutral Appraiser, each of Landlord's appraiser and Tenant's appraiser will provide the Neutral Appraiser with their respective determinations of Fair Market Rent that were previously exchanged between the two (2) appraisers, and the Neutral Appraiser will provide his or her determination of Fair Market Rent. The Fair Market Rent will be deemed the rate set forth in the appraisal submitted by an appraiser appointed by a party that is closest in dollar amount to the appraisal submitted by the Neutral Appraiser. Each party will pay the cost of its own appraiser and the parties will share the cost of the Neutral Appraiser equally. If Landlord has not provided Landlord's FMR Notice by the Extension Notice Deadline, then Tenant may trigger the appraisal procedure described herein by providing notice to Landlord within thirty (30) days following the Extension Notice Deadline, and Fair Market Rent will be determined in accordance with such arbitration procedure.

4. Except for the Ground Rent as determined above, Tenant's occupancy of the Premises during the applicable Extension Term will be on the same terms and conditions as are in effect immediately prior to the expiration of the Term; provided that Tenant will have no further options to extend this Lease pursuant to this Addendum 2 once all options set forth in this Addendum 2 have been exercised.

5. If this Lease is extended for an Extension Term, then Landlord will prepare an amendment to this Lease confirming the extension of the Term and the other provisions applicable thereto and Landlord and Tenant will execute the amendment within thirty (30) days after agreement on the final form of such amendment, provided that any such extension will be effective irrespective of the execution of any such amendment.

6. If Tenant exercises its right to extend the Term for an Extension Term pursuant to this Addendum, the term "Term" as used in this Lease will be construed to include the applicable Extension Term.

ADDENDUM 3

EXPANSION RIGHT

1. During the initial five (5) years of the Term, Tenant shall have a one-time right to expand onto all or a portion of the Expansion Property (the "Expansion Right") which Expansion Right may be exercised by providing written notice to Landlord. Any full or partial expansion shall be at the same terms and conditions of the Lease, including Ground Rent at a rate of $0.20 per square feet of expansion area. Upon Tenant's exercise of the Expansion Right, the parties shall execute an amendment to the Lease setting forth the portion of the Expansion Property that will be included in the Lease, the increase Ground Rent and the expanded Term.

2. Tenant may, by written notice to Landlord on or before the last day of the 5th year of the Term (and annually thereafter), extend its Expansion Right on an annual basis to apply during years 6-10 of the Term, provided, to so extend its Expansion Right Tenant shall pay Landlord $0.05 per square feet of area of the Expansion Property (approximately 60-acres) per year (the "Expansion Right Extension Fee"). The Expansion Right Extension Fee shall be paid to Landlord in equal monthly installments as Additional Rent.

3. In the event Tenant does not exercise the Expansion Right, Tenant shall thereafter have a right of first refusal (the "ROFR") to expand onto all or a portion of the Expansion Property, which ROFR shall have a duration of two years. Landlord shall notify Tenant if Landlord receives an offer to lease the ROFR Space or before entering into negotiations for the lease of the ROFR Space with any third party, which notice shall include the terms offered by or to the third party ("ROFR Notice"). Tenant will have thirty (30) days after receipt of the ROFR Notice to respond in writing as to whether or not Tenant elects to lease the ROFR Space. If Tenant exercises the ROFR, the expansion shall be on the same terms and conditions of the Lease, provided the Ground Rent shall be consistent with the terms contained in the ROFR Notice and the lease term shall be twenty years. If Tenant exercises the ROFR, the parties shall execute an amendment to the Lease setting forth the portion of the Expansion Property that will be included in the Lease, the increase Ground Rent and the expanded Term.

4. In the event Tenant exercises the Expansion Right, Tenant shall be responsible for the costs of any required wetlands mitigation measures above and beyond the $1,362,500 in wetland mitigation credits purchase by Landlord (the "Existing Wetland Credits"). The Existing Wetland Credits shall be applied to mitigation of wetlands on the Expansion Property and assigned to Tenant, if reasonably requested by Tenant, if Tenant leases the Expansion Property. Landlord, consistent with Section 2.7(c) of the Lease, shall be obligated to cooperate with Tenant's efforts to obtain Approvals related to Tenant's use of the Expansion Property.

5. In the event Tenant exercises the Expansion Right or the ROFR, the length of term for such expansion area shall be twenty (20) years, and the Term of the Lease shall be extended for the same period of time such that all ground leases shall have a single date of expiration, except as otherwise set forth in Section 2.3(c) of the Lease.

ADDENDUM 4
WORK LETTER

1. **Work**.

a. Description of Work. Tenant requires the completion of site preparation work for the Project, including grading and utility installations in accordance with the plans attached hereto as Schedule 1 (the "Site Work"), and the completion of improvements to the Taxi Lane according to the plans attached hereto as Schedule 1-A (the "Taxi Lane Improvements") (the Site Work and Taxi Lane Improvements are referred to collectively herein as the "Initial Improvements"). Landlord shall perform the Initial Improvements at Landlord's sole expense, provided, a portion of the cost of the Initial Improvements has been incorporated into the Ground Rent as further described in Section 1(c) below. Additionally, Landlord shall perform, at its sole cost and expense, the items set forth in Sections 1(a)(i)-(iii) (the "Landlord's Work"). "Work" means the Landlord's Work and the Initial Improvements, all of which is to be constructed by Landlord in accordance with this Work Letter and applicable Legal Requirements. Any work associated with performing removal and/or remediation work for any mold, asbestos, or Hazardous Materials discovered during the construction or installation of the Work, will be performed at Landlord's sole cost and expense and will not constitute part of the Initial Improvements. In the event any mold, asbestos or Hazardous Materials ("Prohibited Materials") are discovered during the construction or installation of the Work, Landlord will perform any removal and/or remediation work at Landlord's sole cost and expense. Such removal and/or remediation work will include, but is not limited to, having an expert (e.g., an industrial hygienist) certify that the Premises is (a) in compliance with Legal Requirements pertaining to the Prohibited Materials, and (b) safe for Tenant's use.

i. Landlord shall upgrade the Instrument Landing System (ILS) at the Airport from CAT I to Special Authorization CAT II and have FAA operational approval (the "CAT II ILS Upgrade") prior to June 1, 2020;

ii. Landlord shall add five (5) additional 15,000-gallon fuel tanks, three on the south side of the Airport and two on the north side of the Airport (the "Fuel Tank Installation") on or before June 1, 2020 (the "Fuel Tank Deadline").

b. Failure to Complete Work.

i. The Site Work shall be Substantially Complete on or before October 15, 2019, and the Taxi-Lane Work shall be Substantially Complete by the Taxi-Lane Delivery Dates (collectively, the "Initial Improvements Deadlines"). If the Initial Improvements are not Substantially Complete on or before the Initial Improvements Deadlines, or if the Fuel Tank Installation is not Substantially Complete on or before the Fuel Tank Deadline (which deadlines may be extended as a result of a Construction Force Majeure Event up to thirty (30) days and for Tenant Delay), Tenant, upon ten (10) days written notice to Landlord, may take over completion of the Initial Improvements or the Fuel Tank Installation and Landlord shall, within thirty days of demand from Tenant, reimburse Tenant for the actual cost incurred by Tenant for performing the Initial Improvements or Fuel Tank Installation (the "Landlord Work Reimbursement"). In the event Tenant takes over construction of the Initial Improvements or the Fuel Tank Installation, the Commencement Date for purposes of the Lease shall be the earlier of (i) issuance of a temporary certificate of occupancy for the Project, and (ii) the date which is 365 days after Tenant takes over construction of the Initial Improvements or Fuel Tank Installation. Notice required hereunder may be delivered via electronic mail only delivered to Landlord at: Timothy.McCausland@lakelandgov.net; Gene.Conrad@lakelandgov.net and Anthony.Delgado@lakelandgov.net. The remedy set forth herein for Landlord's failure to Substantially Complete the Taxi Lane shall be in addition to the remedies set forth in Section 2.2(a) of the Lease. As used herein, the term Substantially Complete shall mean Tenant has inspected the improvements and determined, in Tenant's reasonable discretion, that the improvements have been constructed or installed according to the requirements of this Work Letter and Legal Requirements, have passed any required governmental or third-party inspections and are available to Tenant to be used for their intended purpose.

ii. If for any reason the Landlord fails to complete the CAT II ILS Upgrade on or before the date set forth in Sections 2.1(a)(i) above, and, provided Tenant has then commenced aircraft operations, Landlord will pay to Tenant as liquidated damages (and not as a penalty) a late delivery fee in an amount equal to three day's Ground Rent for each day of delay after the deadline set forth in Section 2.1(a)(i) that Landlord fails to complete the

CAT II ILS Upgrade (the "Late Performance Fee"). The parties agree that Tenant's actual damages as a result of Landlord's failure to satisfy the conditions of Section 2.1(a) would be extremely difficult or impracticable to determine and acknowledge that the Late Performance Fee has been agreed upon, after negotiation, as the parties' best and reasonable estimate of Tenant's damages.

iii. If Landlord fails to pay any portion of the Late Performance Fee or the Landlord Work Reimbursement within thirty (30) days after demand, then in addition to all other rights and remedies that Tenant may have against Landlord, Tenant will be entitled to deduct the unpaid portion of the Late Performance Fee or Landlord Work Reimbursement from Ground Rent otherwise becoming due hereunder, together with interest on the unpaid balance at the Default Rate from the date originally due.

c. Tenant Contribution. As reflected in the Ground Rent schedule set forth in Addendum 1, Tenant's contribution to the Initial Improvements is the "Capitalized Rent" which shall be payable by Tenant for a maximum Term of thirty (30) years. The Capitalized Rent is the product of $13,900,000 multiplied by 4.0% per year and, as set forth in Ground Rent schedule, the annual Capitalized Rent increases 7.5% every five years. With the exception of the Capitalized Rent and any Change Order Costs (defined below), Tenant shall not be liable for any costs associated with the Initial Improvements.

2. **Delays**.

a. Tenant Delay. "Tenant Delay" means any actual critical path delay as a result of (i) Tenant's failure to timely provide required information to Landlord or approve any matter relating to the Work that requires Tenant approval (provided Landlord has provided Tenant with Email Notice to Tenant's Construction Manager specifying the missed deadline and stating "**FAILURE TO RESPOND WITHIN 2 BUSINESS DAYS WILL CONSTITUTE TENANT DELAY**," and if Tenant does not respond within two (2) Business Days of such notice); (ii) Tenant's request for change orders to approved plans and specifications or rebids or redesign that affect the critical path to the Project Schedule but only if not caused in whole or in part by the wrongful or negligent acts or omissions of Landlord, General Contractor, or anyone for whom they are responsible (provided that Landlord has provided Tenant with email notice to the email addresses at the end of this paragraph specifying the anticipated length of the delay that would be caused by the change so that Tenant can evaluate whether to make the change); or (iii) Tenant's occupancy of the Premises that interferes with Landlord's performance and construction of the Work (provided Landlord has provided Tenant with email notice to the email addresses at the end of this paragraph at the time of the alleged interference describing the interference and indicating that a Tenant Delay is occurring as a result of the interference).

b. Construction Force Majeure Event. "Construction Force Majeure Event" means any of the following events if they cause delays in the performance of the Work: (i) strikes, lockouts, labor disputes, boycotts or work stoppages not caused by or limited to Landlord, or its contractors or subcontractors; (ii) fire; (iii) unavoidable casualties; (iv) acts of terrorists, war (whether declared or not) or national conflicts; (v) natural disasters, such as floods, earthquakes, tornadoes, hurricanes, and other forms of severe weather events, including rain (in excess of one inch per day) and snow beyond the typical number of days for such conditions based on data available from the National Oceanic and Atmospheric Administration for the applicable location, provided that the General Contractor is precluded or materially limited from carrying out construction of the Work as a result of such adverse weather condition; (vi) governmental restrictions, regulations or controls; or (vii) delay in obtaining or inability to obtain labor, materials or reasonable substitutes, or permits and approvals beyond time periods typical for the area (despite using commercially reasonable efforts to obtain), in all cases only to the extent any of which (A) could not reasonably have been anticipated by Landlord; (B) is beyond the reasonable control of Landlord; and (C) could not be prevented or overcome, wholly or in part, by the exercise of due diligence by Landlord. If a Construction Force Majeure Event occurs, Landlord will give written notice of the Construction Force Majeure Event to Tenant within three (3) days after first learning of the occurrence of the Construction Force Majeure Event. If Landlord fails to give such timely notice, Landlord will have the extension in deadlines to which it would otherwise be entitled to such Construction Force Majeure Event (but for the late notice) reduced on a day for day basis for each day that the notice is late. In addition, Landlord will promptly notify Tenant by sending an email to OpsRELegalnotice@amazon.com if Landlord, General Contractor or their respective agents, subcontractors, or consultants or any party acting on their behalf is directly or indirectly asked by any person to make or offer any payment to a government official or authority (or any other person at a government official's request or with such

official's assent or acquiescence) where making or offering the payment would cause Landlord or General Contractor to violate, or be in violation of, any Legal Requirements or Section 20 of the Lease.

3. **Performance of Landlord Work**.

a. General Contractor. Landlord and Tenant hereby agree on the selection of Cobb Site Development, Inc. as the general contractor hereunder ("General Contractor"). Landlord will cause General Contractor to construct and install the Initial Improvements in accordance (in all material respects) with the plans and specifications set forth in Schedules 1 and 1A attached hereto and in accordance with the Work Documents (defined below).

b. Work Documents. Landlord shall cause the Initial Improvements to be completed the General Contractor and in accordance with plans and specifications, construction contract, a construction schedule, and a construction budget (such plans and specifications, construction contract, construction schedule and construction budget are collectively referred to herein as the "Work Documents"), each of which shall not be amended or modified unless such amendment or modification has been approved by Tenant (which approval shall not be unreasonably withheld, conditioned or delayed).

c. Safety. Landlord agrees to engage and cause General Contractor to engage only experienced and professionally qualified and reputable individuals, firms and other entities to perform the Work, who are duly licensed to practice their professions in the jurisdiction where the Premises is located, as necessary. Landlord will supervise and direct the Work, using Landlord's best skill and attention. Landlord will be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and will be solely responsible for coordinating all portions of the Work. If this Work Letter or any Change Order gives specific instructions concerning construction means, methods, techniques, sequences, or procedures, Landlord will evaluate the safety thereof at the Premises and will be fully and solely responsible for the safety of such means, methods, techniques, sequences, or procedures. If Landlord determines that such means, methods, techniques, sequences, or procedures may not be safe, Landlord will give timely Email Notice to Tenant and will not proceed with that portion of the Work without further written instructions from Tenant. Tenant shall not be obligated to pay Landlord a construction management fee.

d. General Contractor Warranty. Landlord will obtain a warranty from General Contractor, which will be enforceable by either Landlord or Tenant, or both, setting forth that for one (1) year after Substantial Completion, General Contractor will promptly correct any Initial Improvements that are defective or that do not otherwise comply with the plans and specifications attached hereto at Contractor's sole expense without causing unreasonable interruption to Tenant's operations in the Premises. This one (1)-year warranty period will not constitute or create any statute of limitations with respect to any claims by Tenant or Landlord, and with respect to any defective work or latent or hidden defects or defective work, Tenant and Landlord will have such rights as are allowed under the laws of the state where the Premises are located. General Contractor's warranty excludes defects or damage caused by (i) abuse, modification, or improper maintenance or operation by persons other than General Contractor, subcontractors, or others for whom General Contractor is responsible; and (ii) normal wear and tear under normal usage. To the extent the Initial Improvements consist of equipment or other movable or functional components manufactured by other companies, General Contractor will obtain warranties for such equipment or components for a period of no less than the manufacturer's standard warranty period and Landlord will manage administration of the warranties issued by those companies. General Contractor will not be liable for defects in these components or damages resulting from these defects, unless due to General Contractor's negligent procurement or installation.

4. **Change Orders**.

a. Tenant Change Orders. Except for changes called for or required due to the wrongful or negligent acts or omissions of Landlord, or anyone for whom Landlord is responsible, if a Tenant revision to the Initial Improvements will, as reasonably determined by Landlord, materially increase the cost of or time required to complete the Work, Landlord will determine whether such change can be made in a reasonable and feasible manner and Landlord will notify Tenant within five (5) Business Days of receipt of such notification, whether the change order process itself will result in a Tenant Delay. Landlord will prepare and submit (as soon as reasonably practical but not exceeding five (5) Business Days) to Tenant a change order form (each, a "Change Order Form") setting

forth the cost of Tenant's requested revision (the "Change Order Cost") and any delay in the Target Date resulting from the proposed change. Tenant will, within five (5) Business Days following Tenant's receipt of such Change Order Form, either (i) execute and return the Change Order Form to Landlord (such executed Change Order form referred to herein as a "Tenant Change Order"), or (ii) retract or modify its request for the change. In the event Tenant does not respond within such five (5) Business Day period, Tenant will be deemed to have retracted its request for the change. Tenant shall pay Landlord the Change Order Cost within thirty (30) days of Substantial Completion of the Initial Improvements.

b. Landlord Change Orders. Any changes to the Initial Improvements initiated by Landlord or related to the removal of any existing environmental condition at the Premises (each, a "Landlord Change Order") will be subject to Tenant's approval, which Tenant may grant or withhold in its sole and absolute discretion. Any increase in costs and any delay in the schedule to the extent resulting from a Landlord Change Order will be Landlord's responsibility without adjustment of the schedule. The Landlord Change Orders and Tenant Change Orders are sometimes together referred to as the "Change Orders."

5. **Intentionally Omitted**

6. **Intentionally Omitted**.

7. **General Provisions**.

a. Cooperation. Landlord and Tenant acknowledge and agree that they will use reasonable efforts to cooperate with each other in connection with Landlord's construction and installation of the Initial Improvements.

b. Defined Terms. Capitalized terms used herein, but which are not defined herein, will have the meanings given to such terms in the Lease.

c. Email-Only Notices. Notices expressly required by this Work Letter to be given via email shall only be given to the contacts Landlord and Tenant have designated below as and when specified in the applicable provision of this Work Letter (each, an "Email Notice"). Either party may update its contacts below for purposes of Email Notices given pursuant to this Work Letter by sending the other party an Email Notice in accordance with this Section. Email Notice required to Tenant in this Work Letter shall be to all of the people listed below unless otherwise required in this Work Letter.

Tenant's contacts for email-only notices:

Construction Manager:	Tim Piatt	piattt@amazon.com
Construction Manager Lead:	Jamey Tasker	tasjamey@amazon.com
Construction Lead:	Adam Studt	astudt@amazon.com
Transaction Manager:	Brittany Thornton	thorntob@amazon.com
Transaction Manager Lead:	Craig Brandt	brandtcb@amazon.com

Landlord's contacts for email-only notices:

City Attorney:	Timonthy J. McCausland	Timothy.McCausland@lakelandgov.net
City Manager:	Anthony Degado	Anthony.Delgado@lakelandgov.net
Airport Director	Eugene B. Conrad III	Gene.Conrad@lakelandgov.net

e. Signatory Thresholds. The Construction Manager and Construction Manager Lead may execute Change Orders and other agreements, amendments, supplements, reports, documents, instruments, applications, notes and certificates to the extent related to the Work (collectively, the "Work-Related Documents"), provided that (a) Tenant's Construction Manager may not execute any Work-Related Document under which Tenant's rights or

obligations may exceed $1,000,000 and (b) Tenant's Construction Manager Lead may not execute any Work-Related Document under which Tenant's rights or obligations may exceed $5,000,000. Neither Tenant's Construction Manager nor Tenant's Construction Manager Lead is authorized to delegate all or any part of their respective signatory authority.

Schedule 1 to Addendum 4
Plans and Specifications for Site Work
[Airport to provide description of plans and scope of work]

i. [Scope includes work described in Bid No. 7349 and the approved Tenant Change Order, which the GC has been authorized to commence.]

ii. Including wetland mitigation work and credits.

Schedule 1-A to Addendum 4
Plans and Scope of Work for Taxi Lane Improvements

[Airport to provide description of plans and scope of work]

i.[Scope includes work described in Tenant [6-13] Change Order, which the GC has been authorized to commence.]

ii. Engineer Supplemental Instruction 9

ADDENDUM 5
GENERAL TERMS AND CONDITIONS

1. MISCELLANEOUS

1.1. Section Headings. The section headings used in this Lease are for convenience only. They shall not be construed to limit or to extend the meaning of any part of this Lease.

1.2. Conflict; Amendments. This Lease and any non-disclosure agreement between Landlord and Tenant (or any of their affiliates) (the "NDA") constitute the complete agreement of Landlord and Tenant with respect to the subject matter hereof. In the event of any conflict between the NDA and this Lease regarding information about the Premises or this Lease, this Lease will control. In the event of any conflict between any exhibits or addenda attached to this Lease and this Lease, such exhibits or addenda will control. Any capitalized terms used but not defined in any exhibit or addendum will have the same meaning ascribed to them in this Lease. No representations, inducements, promises, or agreements are effective unless contained in this Lease or the NDA, and any prior agreements, promises, negotiations, or representations are superseded by this Lease and the NDA. This Lease may not be amended except in a written agreement signed by both parties.

1.3. No Waiver. Notwithstanding any law, usage, or custom to the contrary, each party may enforce this Lease in strict accordance with its terms; and the failure to do so will not create a custom contrary to the specific terms, provisions, and covenants of this Lease or modify the same, and a waiver by either party to enforce its rights pursuant to this Lease or at law or in equity will not be a waiver of such party's rights in connection with any subsequent default. The receipt of rent or other payment by either party with knowledge of the breach of any term, provision or covenant of this Lease will not be a waiver of such breach. No waiver by either party will be deemed to have been made unless expressed in writing and signed by such party.

1.4. Time of Essence. Time is expressly declared to be of the essence of this Lease and as to the performance of each party's obligations under this Lease.

1.5. Interest. Any amount owing by either party pursuant to this Lease that is not paid within five (5) Business Days after receipt of notice that such amount is past due will bear interest from the due date until paid in full at the lesser of the highest rate permitted by Legal Requirements or twelve percent (12%) per year ("Default Rate"), provided that no interest will be due until the second (2nd) such event in any three hundred sixty-five (365)-day period. If any Legal Requirement is judicially interpreted so as to render usurious any interest called for under this Lease, then it is the parties' express intent that all excess amounts theretofore collected be credited on the applicable obligation (or, if the obligation has been or would thereby be paid in full, refunded to the applicable party), and, without needing to execute any new document, this Lease will be deemed immediately reformed and the amounts thereafter collectible reduced so as to comply with Legal Requirements while permitting the recovery of the fullest amount otherwise called for under this Lease.

1.6. Notices.

All notices, approvals, consents, requests, or demands required or permitted to be given by either party will be in writing and will be delivered (except as otherwise provided in this Lease) (a) personally; (b) by depositing with the United States Postal Service, postage prepaid, by registered or certified mail, return receipt requested; (c) by a nationally-recognized delivery service providing proof of delivery; or (d) by email, provided that, for delivery pursuant to this clause (d), a copy is also sent pursuant to either clause (a), (b), or (c) above, and in all such events, properly addressed to the addresses set forth below.

Except where otherwise expressly provided to the contrary, notice is deemed given upon delivery (or, in the case of delivery via the method described in (b), the earlier of delivery or three (3) days following the date of depositing), or when delivery is refused. Either party may change its notice address by giving notice in the manner set forth above. Landlord agrees that notices sent to the address(es) shown below are all of the parties who comprise Landlord who are entitled to notice under this Lease.

At the date of the execution of this Lease, the address of Landlord is:

Eugene B. Conrad III, C.M.
Airport Director
Lakeland Linder International Airport
City of Lakeland
3900 Don Emerson Drive, Suite 210
Lakeland, FL 33811

with a copy to:

Anthony Delgado
City Manager
City of Lakeland
228 South Massachusetts Ave.
Lakeland, Fl. 33801

And to:

Timothy J. McCausland, Esq.
City Attorney
City of Lakeland
228 South Massachusetts Ave.
Lakeland, Fl. 33801

Notices to Lessee shall be addressed as follows:

c/o Amazon.com, Inc.
Attention: Real Estate Manager (NA Ops: KLAL)
410 Terry Ave. N
Seattle, WA 98109-5210

With a copy to:

c/o Amazon.com, Inc.
Attention: General Counsel (Real Estate: KLAL)
410 Terry Ave. N
Seattle, WA 98109-5210

In order to be effective, such notice, approval, consent, request or demand made to Lessee must also be sent to naops-propmgmt@amazon.com, OpsRELegalnotice@amazon.com, and na-realestate@amazon.com, using the subject line—Re: KLAL. In addition, any notices to Lessee relating to rent statements shall also be sent to: Amazon.com, Inc., Attention: NA-OPS Property Management (KLAL), PO Box 81226, Seattle, WA 98108 and naops-rent@amazon.com. Either Party has the right by giving notice to the other, to change the address at which its notices are to be received.

1.7. **Joint and Several Liability**. If and when included within the term "Tenant," there is more than one person, firm, or corporation, each will be jointly and severally liable for the obligations of Tenant. If and when included within the term "Landlord," there is more than one person, firm, or corporation, each will be jointly and severally liable for the obligations of Landlord

1.8. **Severability**. If any provision of this Lease is determined to be illegal, invalid, or unenforceable under Legal Requirements, the parties intend that the remainder of this Lease will not be affected thereby. In lieu of each provision of this Lease that is illegal, invalid, or unenforceable, there will be added, as a part of this Lease, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

1.9. **Choice of Law; Venue**. Construction and interpretation of this Lease will be governed by Legal Requirements of the state in which the Premises is located, excluding any principles of conflicts of laws. Except for any disputes resolved under the Expedited Arbitration Process, any other dispute arising under, in connection with, or incident to this Lease or about its interpretation will be resolved exclusively in the state or federal courts located in the county in which the Premises is located. Each of the parties irrevocably submits to those courts' venue and jurisdiction for such disputes.

1.10. **Attorneys' Fees**. The prevailing party in any action to enforce this Lease will be entitled to receive from the other party all reasonable expenses, including legal fees and disbursements paid or incurred by the prevailing party in such action.

1.11. **Provisions Independent**. Unless otherwise specifically indicated, all provisions set forth in this Lease are independent of one another, and the obligations or duty of either party hereto under any one provision is not dependent upon either party performing under the terms of any other provision.

1.12. **Survival**. All obligations of Landlord and Tenant hereunder not fully performed as of and intended to survive the termination of the Term will survive the termination of the Term for a period of two (2) years, including indemnity obligations, confidentiality obligations, and obligations under Section 20 of this Lease.

1.13. **Recordation**. Upon Tenant's request, Landlord will execute a memorandum of lease in the form of **Exhibit F**, which Tenant may record at Tenant's sole cost. Landlord will not record a memorandum of lease without Tenant's prior consent, in its sole and absolute discretion.

1.14. **Waiver of Jury Trial**. TO THE EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN THE PARTIES ARISING OUT OF THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO.

1.15. **Authority; Consent**. Each party represents to the other that it has the full right and authority to bind itself without the consent or approval of any other person or entity and that it has full power, capacity, authority, and legal right to execute and deliver this Lease and to perform all of its obligations hereunder. Landlord further represents and warrants that no consent of any lender or any other party is required for this Lease, or such consent has been obtained and evidence of same has been delivered to Tenant.

1.16. Counterparts; Electronic Signatures. Landlord or Tenant may deliver executed signature pages to this Lease by electronic means to the other party, and the electronic copy will be deemed to be effective as an original. This Lease may be executed in any number of counterparts, each of which will be deemed an original and all of which counterparts together will constitute one agreement with the same effect as if the parties had signed the same signature page.

1.17 Successors and Assigns. The covenants and agreements contained in this Lease shall be binding on the parties hereto and on their respective successors and assigns, to the extent the Lease is assignable, and upon any person, firms, corporation coming into ownership or possession of any interests in the Premises by operation of law or otherwise, and shall be construed as covenants running with the land.

1.18 Word Usage. Words of gender used in this Lease will be held and construed to include any other gender, and words in the singular will be held to include the plural, unless the context otherwise requires. The captions inserted in this Lease are for convenience only and in no way define, limit, or otherwise describe the scope or intent of any provision of this Lease, or in any way affect the interpretation of this Lease. The words "includes" or "including" are used in this Lease to provide information that is illustrative or exemplary, and not exclusive or exhaustive.

1.19 Brokers. Landlord and Tenant each represent and warrants to the other that no Real Estate Agent or Broker was involved in negotiating this transaction, except for KBC Advisors, Inc. representing Tenant ("Tenants Brokers"). Tenant shall be responsible for paying any commission due to Tenant's Brokers and Landlord, if applicable, shall be responsible for paying any commission due to Landlord's broker. Landlord and Tenant each covenants to protect, defend, hold harmless and indemnify the other from and against any and all losses, liabilities, damages, costs and expenses (including reasonable legal fees) arising out of or in connection with any claim by any brokers or agents for brokerage commissions relating to this Lease alleged to be due because of negotiations, dealings or conversations with the indemnifying party.

1.20 Expedited Arbitration.

(a) **Issues Subject to Expedited Arbitration**. Any controversy which shall arise between Landlord and Tenant regarding the provisions hereof relating to the amount of insurance to be maintained by Tenant, the allocation of any condemnation award, the degree of damage or destruction suffered by the Building or Improvements, escalation of rents or amounts owed to Landlord under Section 1.8 of Addendum 6 hereof shall be subject to resolution pursuant to this Section 1.20.

(b) Expedited Arbitration Process. "Expedited Arbitration Process" means arbitration according to the then-current Expedited Procedures under the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association ("AAA"), modified as follows: (a) there will be one arbitrator who is selected utilizing the then-current AAA process and who has at least ten (10) years of relevant experience; (b) the arbitration will be conducted through document submission without a hearing; and (c) the arbitrator will issue a final decision within sixty (60) days after confirmation of the appointment of the arbitrator. The arbitrator will have no decision-making authority other than to select either the determination or recommendation of Landlord or Tenant as final and conclusive after due consideration of the factors to be taken into account under the applicable provisions of this Lease. The arbitrator's determination will be binding upon the parties. The costs and fees of the arbitrator will be shared equally by Tenant and Landlord.

1.21 **Consent**. Except as otherwise expressly provided in this Lease, neither party will unreasonably withhold, condition, or delay any consent or approval to be given pursuant to this Lease.

ADDENDUM 6
LEASEHOLD MORTGAGES

1. LEASEHOLD MORTGAGES

1.1. Leasehold Mortgage

(a) Tenant, and its successors and assigns, shall have the right, without Landlord's consent, to mortgage, pledge, or conditionally assign its leasehold estate in the Premises and its interest in the Building and all Improvements thereon (in whole, but not in part) by way of one or more "Leasehold Mortgages" (as that term is defined below) (which may be of different priority and exist at the same time) and any and all collateral security agreements from time to time required by the holder of a Leasehold Mortgage (a "Leasehold Mortgagee"), including collateral assignments of this Lease, any subleases, assignments or pledges of rents, and any and all rights incidental to the Premises, and security interests under the Uniform Commercial Code or any successor laws to secure the payment of any loan or loans obtained by Tenant with respect to the Premises, subject to the limitations set forth in the definition of "Leasehold Mortgage" below. In no event shall the fee interest of Landlord in the Premises or any Rent due to Landlord hereunder be subordinate to any Leasehold Mortgage.

1.2. Notice to Landlord

(a) If Tenant shall mortgage Tenant's leasehold estate to an Institutional Investor for a term not beyond the end of the Term, and if the holder of such Leasehold Mortgage shall provide Landlord with notice of such Leasehold Mortgage together with a true copy of such Leasehold Mortgage and the name and address of the Leasehold Mortgagee, Landlord and Tenant agree that, following receipt of such notice by Landlord, the provisions of this Addendum 6 shall apply in respect to each such Leasehold Mortgage held by an Institutional Investor. Each Leasehold Mortgagee who notifies Landlord in writing of its name and address for notice purposes shall be deemed a "Recognized Leasehold Mortgagee" and the Leasehold Mortgage held by such Recognized Leasehold Mortgagee shall be referred to in this Lease as a "Recognized Leasehold Mortgage." The most senior Recognized Leasehold Mortgagee from time to time, as determined by Landlord based upon such notices from Leasehold Mortgagees shall be referred to in this Lease, and be entitled to the rights of, the "Senior Recognized Leasehold Mortgagee"; and the Recognized Leasehold Mortgage held by such Senior Recognized Leasehold Mortgagee shall be referred to in this Lease as the "Senior Recognized Leasehold Mortgage".

(b) In the event of any assignment of a Recognized Leasehold Mortgage or in the event of a change of address or name for notice purposes of a Recognized Leasehold Mortgagee or of an assignee of any Recognized Leasehold Mortgagee, notice of the new name and address for notice purposes shall be provided to Landlord.

(c) Promptly upon receipt of a communication purporting to constitute the notice provided for by Section 1.2(a) above, Landlord shall acknowledge by an instrument in recordable form receipt of such communication as constituting the notice provided by Section 1.2(a) above or, in the alternative, notify Tenant and the Leasehold Mortgagee of the rejection of such communication as not conforming with the provisions of Section 1.2(b) above, and specify the specific basis of such nonconformity.

1.3. Definitions

(a) The term "Institutional Investor" as used in Addendum 6 shall refer to any (i) savings bank, (ii) savings and loan association (iii) commercial bank, (iv) credit union, (v) insurance company, (vi) real estate investment trust, (vii) pension fund, (viii) commercial finance lender or other similar financial institution which ordinarily engages in the business of making, holding or servicing commercial real estate loans, or any affiliate of the foregoing or (ix) or such other lender as may be approved by Landlord in writing in advance which approval shall not be unreasonably withheld, delayed or conditioned. The term "Institutional Investor" shall also include other reputable and solvent lenders of substance which perform functions similar to any of the foregoing, and which have assets in excess of One Hundred Million Dollars ($100,000,000) at the time the Leasehold Mortgage.

(b) The term "Leasehold Mortgage" as used in this Section 7 shall include a mortgage, a deed of trust, a deed to secure debt, or other security instrument by which Tenant's leasehold estate is mortgaged, conveyed, assigned, or otherwise transferred, to secure a debt or other obligation which is held by an Institutional Investor.

1.4. Consent of Leasehold Mortgagee Required. No cancellation, surrender or modification of this Lease shall be effective as to any Recognized Leasehold Mortgagee unless consented to in writing by such Recognized Leasehold Mortgagee; provided, however, that nothing in this Section 1.4 shall limit or derogate from Landlord's rights to terminate this Lease in accordance with the provisions of this Addendum 6.

1.5. Default Notice. Landlord, upon providing Tenant any notice of: (i) default under this Lease, or (ii) an intention to terminate this Lease, or (iii) demand to remedy a claimed default, shall contemporaneously provide a copy of such notice to each Recognized Leasehold Mortgagee for which Landlord has received a notice address. From and after the date such notice has been given to each Recognized Leasehold Mortgagee, each such Recognized Leasehold Mortgagee shall have the same period, after the giving of such notice upon it, for remedying any default or causing the same to be remedied, as is given Tenant after the giving of such notice to Tenant, plus in each instance, the additional periods of time specified in Sections 1.6 and 1.7 below, to remedy, commence remedying or cause to be remedied the defaults specified in any such notice. Landlord shall accept such performance by or at the instigation of such Recognized Leasehold Mortgagee as if the same had been done by Tenant. Tenant authorizes each Recognized Leasehold Mortgagee to take any such action at such Recognized Leasehold Mortgagee's option and does hereby authorize entry upon the Premises by the Recognized Leasehold Mortgagee for such purpose.

1.6. Notice to Leasehold Mortgagee

(a) Anything contained in this Lease to the contrary notwithstanding, if any default shall occur which entitles Landlord to terminate this Lease, Landlord shall have no right to terminate this Lease unless Landlord shall notify every Recognized Leasehold Mortgagee (a "Termination Notice"), of Landlord's intent to so terminate at least thirty (30) days in advance of the proposed effective date of such termination, if such default is capable of being cured by the payment of money, and at least forty-five (45) days in advance of the proposed effective date of such termination, if such default is not capable of being cured by the payment of money. The provisions of Section 1.7 below shall apply if, during such thirty (30) or forty-five (45) day Termination Notice Period, any Leasehold Mortgagee shall:

(i) Notify Landlord of such Leasehold Mortgagee's desire to nullify such notice;

(ii) Pay or cause to be paid the Rent, additional rent, if any, and other monetary obligations then due and in arrears as specified in the Termination Notice to such Leasehold Mortgagee and which may become due during such thirty (30) or forty-five (45) day period; and

(iii) Comply with all non-monetary requirements of this Lease then in default and, as determined by Landlord, reasonably susceptible of being complied with by such Leasehold Mortgagee (provided that the lack of funds, or the failure or refusal to spend funds, shall not be an excuse for a failure to cure), and proceed to comply with reasonable diligence and continuity with such requirements reasonably susceptible of being complied with by such Leasehold Mortgagee within the notice period, provided, however, that such Leasehold Mortgagee shall not be required during such forty-five (45) day period to cure or commence to cure any default consisting of Tenant's failure to satisfy and discharge any lien, charge or encumbrance against the Tenant's interest in this Lease or the Premises junior in priority to the lien of the Leasehold Mortgage held by such Leasehold Mortgagee.

(b) Any notice to be given by Landlord to a Leasehold Mortgagee pursuant to any provision of this Addendum 6 shall be deemed properly addressed if sent to the Leasehold Mortgagee who served the notice referred to in Section 1.2(a) above, unless notified of a change of Senior Leasehold Mortgagee ownership has been given to Landlord pursuant to Section 1.2(a) above. Such notices, demands and requests shall be given in the manner described in Section 1.7 of Addendum 5 and shall in all respects be governed by the provisions of that Section.

1.7. Procedure on Default

(a) If Landlord shall elect to terminate this Lease by reason of any default of Tenant, and a Leasehold Mortgagee shall have proceeded in the manner provided for by Section 1.6 above, the specified date for the termination of this Lease as fixed by Landlord in its Termination Notice shall be extended for a period of six (6) months, provided that such Leasehold Mortgagee shall during such six (6) month period:

(i) Pay or cause to be paid the Rent, additional rent, if any, and other monetary obligations of Tenant under this Lease as the same become due, and continue to perform all of Tenant's other obligations under this Lease, excepting (a) obligations of Tenant to satisfy or otherwise discharge any lien, charge or encumbrance against Tenant's interest in this Lease or the Premises junior in priority to the lien of the Leasehold Mortgage held by such Leasehold Mortgagee, and (b) past non-monetary obligations then in default and not reasonably susceptible of being cured by such Leasehold Mortgagee (provided that the lack of funds, or the failure or refusal to spend funds, shall not be an excuse for a failure to cure); and

(ii) If not enjoined or stayed, take steps to acquire or sell Tenant's interest in this Lease by foreclosure of the Leasehold Mortgage or other appropriate means and prosecute the same to completion with reasonable diligence and continuity. If such Leasehold Mortgagee is enjoined or stayed from taking such steps, the Leasehold Mortgagee shall use its best efforts to seek relief form such injunction or stay.

(b) If at the end of such six (6) month period such Leasehold Mortgagee is complying with Section 1.7(a) above, this Lease shall not then terminate, and the time for completion by such Leasehold Mortgagee of such proceedings shall continue so long as such Leasehold Mortgagee continues to comply with the provisions of Section 1.7(a) above and, thereafter for so long as such Leasehold Mortgagee proceeds to complete steps to acquire or sell Tenant's interest in this Lease by foreclosure of the Leasehold Mortgagee or by other appropriate means with reasonable diligence and continuity. Nothing in this Section 1.7, however, shall be construed to extend this Lease beyond the original term, nor to require

a Leasehold Mortgagee to continue such foreclosure proceedings after the default shall be cured and the Leasehold Mortgagee shall discontinue such foreclosing proceedings, this Lease shall continue in full force and effect as if Tenant had not defaulted under this Lease.

(c) If a Leasehold Mortgagee is complying with Section 1.7(a) above, upon (i) the acquisition of Tenant's leasehold herein by such Leasehold Mortgagee or any other purchaser at a foreclosure sale or otherwise and (ii) the discharge of any lien, charge or encumbrance against the Tenant's interest in this Lease or the Premises which is junior in priority to the lien of the Leasehold Mortgage held by such Leasehold Mortgagee and which the Tenant is obligated to satisfy and discharge by reason of the terms of this Lease, this Lease shall continue in full force and effect as if Tenant had not defaulted under this Lease, provided, however, that such Leasehold Mortgagee or its designee or any other such party acquiring the Tenant's leasehold estate created hereby shall agree in writing to assume all obligations of the Tenant hereunder, subject to the provisions of this Addendum 6.

(d) For the purposes of this Addendum 6, the making of a Leasehold Mortgage shall not be deemed to constitute a complete assignment or transfer of this Lease or of the leasehold estate hereby created, nor shall any Leasehold Mortgagee, as such, be deemed to be an assignee or transferee of this Lease or of the leasehold estate hereby created. The Leasehold Mortgagee, prior to foreclosure of the Leasehold Mortgage or other entry into possession of the leasehold estate, shall not be obligated to assume the performance of any of the terms, covenants or conditions on the part of the Tenant to be performed hereunder. The purchaser (including any Leasehold Mortgagee) at any sale of this Lease and of the leasehold estate hereby created in any proceedings for the foreclosure of any Leasehold Mortgage, or the assignee or transferee in lieu of the foreclosure of any Leasehold Mortgagee shall be deemed to be an assignee or transferee within the meaning of this Addendum 6, and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of Tenant to be performed hereunder from and after the date of such purchase and assignment.

(e) If a Leasehold Mortgagee, whether by foreclosure, assignment and/or deed in lieu of foreclosure, or otherwise, acquires Tenant's entire interest in the Premises and all improvements thereon, the Leasehold Mortgagee shall have the right, without further consent of Landlord, to sell, assign or transfer Tenant's entire interest in the Premises and all improvements thereon; provided that such purchaser, assignee or transferee has delivered to Landlord its written agreement to be bound by all of the provisions of this Lease and the purchaser, assignee or transferee is a Permitted Transferee or has previously been approved in writing by Landlord, which approval shall not be unreasonably withheld. A transfer that is made in compliance with the terms of this Section 1.7 shall be deemed to be a permitted sale, transfer or assignment.

(f) Tenant shall not transfer, sell or assign any redemption rights from any foreclosure sale to any person which is not a Permitted Transferee or otherwise approved by Landlord in accordance with the provisions of Section 12 of the lease.

1.8. New Lease. The provisions of this Section 1.8 shall apply in the event of the termination of this Lease by reason of a default on the part of Tenant or the rejection of this Lease by Tenant in bankruptcy. If a Leasehold Mortgagee shall have waived in writing their rights under Sections 1.6 and 1.7 above within thirty (30) days after the Leasehold Mortgagee's receipt of notice required by Section 1.6 above, Landlord shall provide each such Leasehold Mortgagee with written notice that this Lease has been terminated ("Notice of Termination"), together with a statement of all sums which would at that time be due under this Lease for such termination, and of all other defaults, if any, then known to Landlord. Landlord agrees to enter into a new lease ("New Lease") of the Premises with any such Leasehold Mortgagee for the remainder of the term of this Lease, effective as of the date of termination of this Lease, at the Rent and additional rent, if any, and upon the terms, covenants and conditions (including all

escalations of Rent, but excluding requirements which are not applicable or which have already been fulfilled) of this Lease, provided:

(a) Such Leasehold Mortgagee shall make written request upon Landlord for such New Lease within sixty (60) days after the date such Leasehold Mortgagee receives Landlord's Notice of Termination of this Lease given pursuant to this Section 1.8.

(b) Such Leasehold Mortgagee shall pay or cause to be paid to Landlord at the time of the execution and delivery of such New Lease any and all sums which would at the time of execution and delivery thereof be due pursuant to this Lease but for such termination and, in addition thereto, all reasonable expenses which Landlord shall have incurred by reason of such termination and the execution and delivery of the New Lease and which have not otherwise been received by Landlord from Tenant or other party in interest under Tenant. Upon execution of such New Lease, Landlord shall allow to the Tenant named therein as an offset against the sums otherwise due under this Section 1.8 or under the New Lease, an amount equal to the net income derived by Landlord from the Premises during the period from the date of termination of this Lease to the date of the beginning of the lease term of such New Lease. In the event of a controversy as to the amount to be paid to Landlord pursuant to this Section 1.8, the payment of obligation shall be satisfied if Landlord shall be paid the amount not in controversy, and the Leasehold Mortgagee or its designee shall agree to pay any additional sum ultimately determined to be payable pursuant to the Expedited Arbitration Process as provided in Section 1.20 in Addendum 5 of the Lease, plus interest as allowed by law, and such obligation shall be adequately secured.

(c) Such Leasehold Mortgagee or its designee shall agree to remedy any of Tenant's defaults of which said Leasehold Mortgagee was notified by Landlord's Notice of Termination and which, as determined by Landlord, are reasonably susceptible of being so cured by Leasehold Mortgagee or its designee (provided that the lack of funds, or the failure or the refusal to spend funds, shall not be an excuse for a failure to cure).

(d) If a Leasehold Mortgagee has made an election pursuant to the foregoing provisions of this Section to enter into a New Lease, Landlord shall not execute, amend or terminate any Subleases of the Premises during such sixty (60) day period without the prior written consent of the Leasehold Mortgagee which has made such election.

(e) Any such New Lease may, at the option of the Leasehold Mortgagee so electing to enter into such New Lease, name as tenant a nominee or wholly owned subsidiary of such Leasehold Mortgagee, or, in the case where the Leasehold Mortgagee so electing to enter into such New Lease is acting as agent for a syndication of lenders, an entity which is controlled by one or more of such lenders. If as a result of any such termination Landlord shall succeed to the interests of Tenant under any Sublease or other rights of Tenant with respect to the Premises or any portion thereof, Landlord shall execute and deliver an assignment without representation, warranty or recourse of all such interests to the tenant under the New Lease simultaneously with the delivery of such New Lease.

(f) The provisions of this Section 1.8 shall survive the termination of this Lease.

1.9. New Lease Priorities. If more than one Leasehold Mortgagee shall request a New Lease pursuant to Section 1.8 above, Landlord shall enter into such New Lease with the Leasehold Mortgagee whose mortgage is prior in lien, or with the designee of such Leasehold Mortgagee. Landlord, without liability to Tenant or any Leasehold Mortgagee with an adverse claim, may rely upon a mortgagee's title insurance policy or preliminary commitment therefore, issued by a responsible title insurance company doing business within the State of Florida, as the basis for determining the appropriate Leasehold Mortgagee who is entitled to such New Lease.

1.10. **Lender Need Not Cure Specified Default**. Nothing herein contained shall require any Leasehold Mortgagee or its designee as a condition to its exercise of any right hereunder to cure any default of Tenant not reasonably susceptible of being cured by such Leasehold Mortgagee or its designee (provided that the lack of funds, or the failure or the refusal to spend funds, shall not be an excuse for a failure to cure), including but not limited to the default referred to in Section 15 below, in order to comply with the provisions of Sections 1.6 and 1.7 above, or as a condition of entering into a New Lease provided for by Section 1.8 above. No exercise of any of the rights by a Leasehold Mortgagee permitted to it under this Lease, its Leasehold Mortgage or otherwise, shall ever be deemed an assumption of and agreement to perform the obligations of Tenant under this Lease, unless and until (i) such Leasehold Mortgagee takes possession of the Premises or any portion thereof, or, by foreclosure or otherwise, acquires Tenant's interest in the Premises, and then, except as otherwise specifically provided herein, only with respect to those obligations arising during the period of such possession or the holding of such interest by such Leasehold Mortgagee; or (ii) such Leasehold Mortgagee, or any wholly-owned subsidiary to whom it may transfer Tenant's interest in the Premises, expressly elects by notice to Landlord to assume and perform such obligations.

1.11. **No Merger**. So long as any Leasehold Mortgage is in existence, unless all Leasehold Mortgages shall otherwise expressly consent in writing, the fee title to the Premises and the leasehold estate of Tenant therein created by this Lease shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and said leasehold estate by Landlord or by Tenant or by a third party, by purchase or otherwise. The foregoing shall not apply in the event of termination of this Lease after default by Tenant, provided that no Leasehold Mortgagee shall have requested and been granted a New Lease pursuant to the provisions of Section 1.8 above.

1.12. **Estoppel Certificate**. Landlord or Tenant shall, any time and from time to time hereafter, but not more frequently than once in any one-year period (or more frequently if such request is made in connection with any sale or mortgaging by Landlord of its fee interest or mortgaging of Tenant's leasehold interest or permitted subletting by Tenant), within twenty (20) days after written request of the other to do so, certify by written instrument duly executed and acknowledged to any Leasehold Mortgagee, purchaser or proposed Leasehold Mortgagee or proposed purchaser, or any other person, firm or corporation specified in such request: (a) as to whether this Lease has been supplemented or amended, and if so, the substance and manner of such supplement or amendment; (b) as to whether this Lease remains in full force and effect; (c) as to the existence of any default hereunder; and (d) as to the commencement and expiration dates of the Term of this Lease.

1.13. **Notices**. Notices from Landlord to each Leasehold Mortgagee shall be mailed to the address furnished Landlord pursuant to Section 1.2 above and, those from each Leasehold Mortgagee to Landlord shall be mailed to the address designated pursuant to the provisions of Section 1.7 of Addendum 5. Such notices, demands and requests shall be given in the manner described in Section 1.7 of Addendum 5, and shall in all respects be governed by the provisions of that Addendum.

1.14. **Erroneous Payments**. No payment made to Landlord by a Leasehold Mortgagee shall constitute agreement that such payment was, in fact, due under the terms of this Lease, and a Leasehold Mortgagee having made any payment to Landlord pursuant to Landlord's wrongful, improper or mistaken notice or demand shall be entitled to the return of any such payment or portion thereof provided the Leasehold Mortgagee shall have made demand therefore not later than one year after the date of its payment.

1.15. **Amendment of Lease**. Landlord shall promptly make such reasonable amendments or modifications of this Lease as are requested by Tenant on behalf of any Leasehold Mortgagee or prospective Leasehold Mortgagee, and will execute and deliver instruments in recordable form evidencing the same, provided that there will be no change in the Term of this Lease or any adverse change in any of the

substantive obligations, rights or remedies of Landlord or any change that might adversely affect Landlord in the substantive obligations, rights or remedies of Tenant under this Lease as a result thereof.

1.16. **Limitation on Liability**. Notwithstanding anything to the contrary in the Lease no Leasehold Mortgagee or its assigns shall have any liability under the Lease beyond its interest in the Lease and the sub-rents, other income and all proceeds actually received by Leasehold Mortgagee or, if not actually received, income and proceeds held in trust to which Leasehold Mortgagee is otherwise entitled to receive, including, but not limited to Leasehold Mortgagee's interest in insurance proceeds and awards, arising from or in connection with the Premises, even if it becomes Tenant.

EXHIBIT A
LEGAL DESCRIPTION

DESCRIPTION: *(NEW PARCEL)*

A parcel of land being a portion of the Northwest 1/4 of Section 5, Township 29 South, Range 23 East, and a portion of Lots 1, 2, 3 and a 80 feet Drainage Easement of A Replat of Lakeland Airpark as recorded in Plat Book 101, Page 9 all being in Polk County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest 1/4 of said Section 5, thence South 89°40'43" West, along the North line of said Section 5, a distance of 23.81 feet; thence South 01°09'42" West, 40.00 feet to a point on the South right-of-way line of Drane Field Road and the West right-of-way of Kidron Road as depicted on said plat; thence continue South 01°09'42" West, along the West right-of-way line of Kidron Road as depicted on said plat, 991.39 feet to the POINT OF BEGINNING; thence continue South 01°09'42" West, along said West right-of-way line, 641.69 feet to the South right-of-way line of Airpark Drive as depicted on said Replat of Lakeland Airpark; thence South 88°50'15" East, along said South right-of-way line, 79.97 feet; thence North 46°09'55" East, along said South right-of-way line, 33.95 feet; thence South 88°50'15" East, 553.17 feet to Point of Curvature of a curve to the left having a radius of 340.00 feet, a central angle of 25°59'41", a chord bearing of North 78°09'54" East, and a chord distance of 152.94 feet; thence along the arc of said curve and said South right-of-way line, 154.26 feet; thence South 38°38'51" East, 173.97 feet; thence North 51°28'31" East, 137.81 feet; thence South 39°18'37" East, 162.61 feet; thence South 00°04'24" West, 162.26 feet to a non-tangent curve to the right having a radius of 55.00 feet, a central angle of 64°48'39", a chord bearing of South 32°24'19" West and chord distance of 58.95 feet; thence along the arc of said curve, 62.21 feet; thence South 64°48'39" West, 45.14 feet; thence South 76°19'54" West, 47.14 feet; thence South 89°22'57" West, 1435.71 feet; thence North 77°54'03" West, 123.05 feet; thence South 89°49'31" West, 130.00 feet; thence South 69°58'16" West, 139.04 feet; thence South 86°38'33" West, 563.53 feet; thence North 00°04'41" West, 241.03 feet; thence North 07°09'22" West, 215.06 feet; thence North 00°00'00" East, 150.79 feet; thence North 37°29'40" West, 126.11 feet; thence North 52°14'42" East, 96.39 feet; thence North 00°07'35" West, 519.46 feet; thence North 89°48'09" East, 160.17 feet; thence North 62°00'05" East, 53.38 feet; thence North 89°4630" East, 117.18 feet to the West line of Parcel 1 as described in Official Records Book, 4686, Page 125, Public Records of Polk County, Florida; thence South 00°11'23" East along said West line, 27.79 feet to the South line of said Parcel 1; thence North 89°35'22" East, along the South line of said Parcel 1 and the South line of Parcel 2 as described in said Official Records Book 4686, Page 125, a distance of 546.14 feet to the East line of Parcel 3 as described in said Official Records Book 4686, Page 125; thence South 00°28'51" West, along said East line, 200.60 feet to the South line of said Parcel 3; thence North 89°40'21" East, along said South line, 543.72 feet to the POINT OF BEGINNING. Said parcel containing 47.27 acres, more or less.

EXHIBIT A-1
DEPICTION OF PREMISES

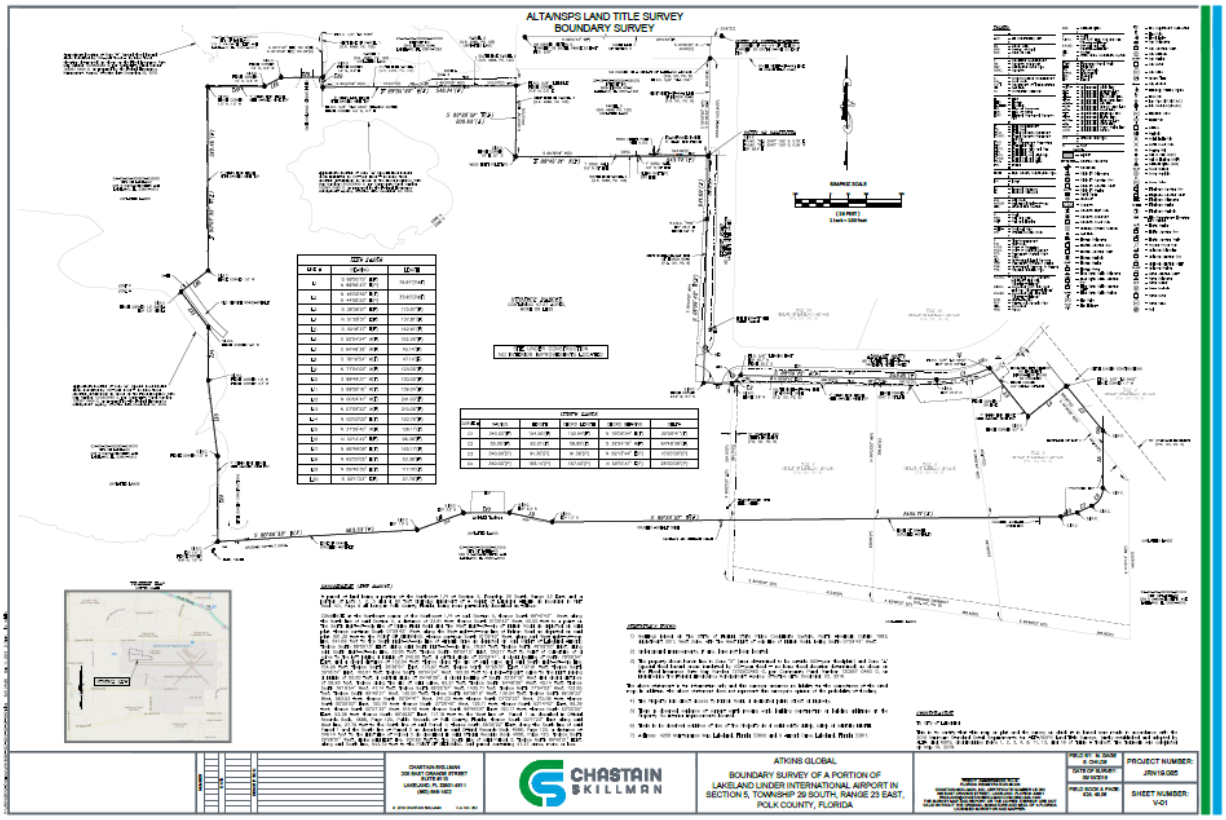


EXHIBIT A-2

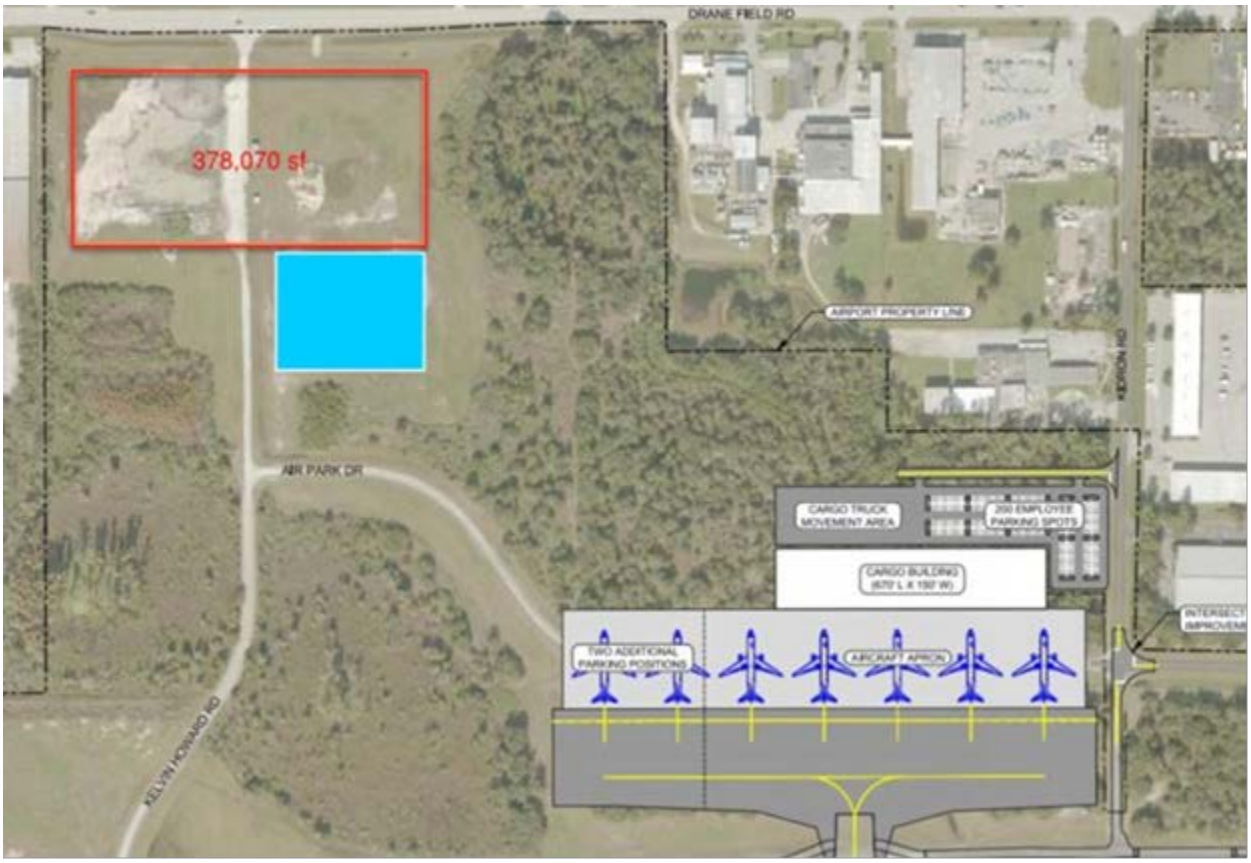
LEGAL DESCRIPTION OF EXPANSION PROPERTY

DESCRIPTION: (NEW PARCEL)

A parcel of land being a portion of the Northwest 1/4 of Section 5, Township 29 South, Range 23 East, Polk County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 5; thence South 00°13'07" East along the West line of said Section 5, a distance of 24.76 feet to a point on the South Maintained right-of-way of Drane Field Road as depicted in Map Book 1, Page 122, Public Records of Polk County, Florida; thence continue South 00°13'07" West, along the West line of said Section 5, a distance of 25.24 feet to the South line of a parcel described in Official Records Book 4103, Page 571, Public Records of Polk County, Florida; also being the POINT OF BEGINNING; thence along said South parcel line the following nine (9) courses; (1) South 80°37'13" East, 175.64 feet; (2) thence North 89°42'26" East, 260.06 feet; (3) thence South 45°04'38" East, 28.35 feet; (4) thence North 89°41'59" East, 89.99 feet; (5) thence North 44°25'39" East, 28.17 feet; (6) thence North 89°40'56" East, 130.13 feet; (7) thence North 86°48'39" East, 500.50 feet; (8) thence North 89°44'49" East, 100.72 feet; (9) thence South 79°14'48" East, 42.39 feet to a point on the South line of a parcel as described in Official Records Book 4103, Page 574, Public Records of Polk County, Florida; thence South 59°16'53" East, along said South parcel line, 90.78 feet; thence North 63°28'36" East, along said South parcel line, 135.79 feet to the West line of Parcel 1 as described in Official Records Book 4686, Page 125, Public Records of Polk County, Florida; thence South 00°11'23" East, along said West line of Parcel 1, a distance of 753.42 feet; thence South 89°46'30" West, 117.18 feet; thence South 62°00'05" West, 53.38 feet; thence South 89°48'09" West, 160.17 feet; thence South 00°07'35" East, 519.46 feet; thence South 52°14'42" West, 96.39 feet; thence South 37°29'40" East, 126.11 feet; thence South 00°00'00" West, 150.79 feet; thence South 07°09'22" East, 215.06 feet; thence South 00°04'41" East, 241.03 feet; thence South 87°16'56" West, 1235.05 feet to the West line of said Section 5; thence North 00°13'07" West, along the West line of said Section 5, a distance of 2113.16 feet to the POINT OF BEGINNING. Said parcel containing 62.92 acres, more or less.

EXHIBIT A-3
DEPICTION OF STAGING AREA AND PARKING AREA



Red-outlined = “Staging Area”
Blue shaded area = “Parking Area”

EXHIBIT A-4
DEPICTION OF TAXI-LANE DELIVERY AREAS AND
TAXI-LANE DELIVERY SCHEDULE

AREA NAME	DELIVERY DEADLINE	DESCRIPTION OF AREA
"A"	**7/1/2019**	**Install pavement (P-403) for 54' swath adjacent to proposed building**
"B"	**10/15/2019**	**Remainder of taxi-lane, except 54' swath adjacent to proposed building**
"C"	**4/1/2020***	**Complete concrete for 54' swath adjacent to proposed building**

***Work on Taxi-Lane Area C shall not commence before January 6, 2020.**

EXHIBIT B
PERMITTED EXCEPTIONS

1. Covenants, conditions, restrictions and other matters, as contained in: (a) Quit Claim Deed and Surrender of Lease, dated January 31, 1946, and recorded in Deed Book 816, page 571; (b) Supplemental Quit Claim Deed dated April 20, 1948, and recorded in Deed Book 832, page 311; (c) as affected by Agreement Waiving Restrictions, dated May 13, 1948 and recorded in Deed Book 832, Page 587; (d) as further affected by Release, dated February 27, 1956, and recorded in Deed Book 1037, Page 45; and (e) as further affected by Deed of Release, dated 1959, and recorded in Book 389, page 338

2. Dedications, easements and other matters set forth on the REPLAT OF LAKELAND AIRPARK, dated February 2, 1995, and recorded in Plat Book 101, Page 9

3. Ordinance No. 2814 (Annexation), dated July 7, 1986, and recorded in Official Records Book 2439, Page 1967

EXHIBIT C
CONCEPTUAL SITE PLAN

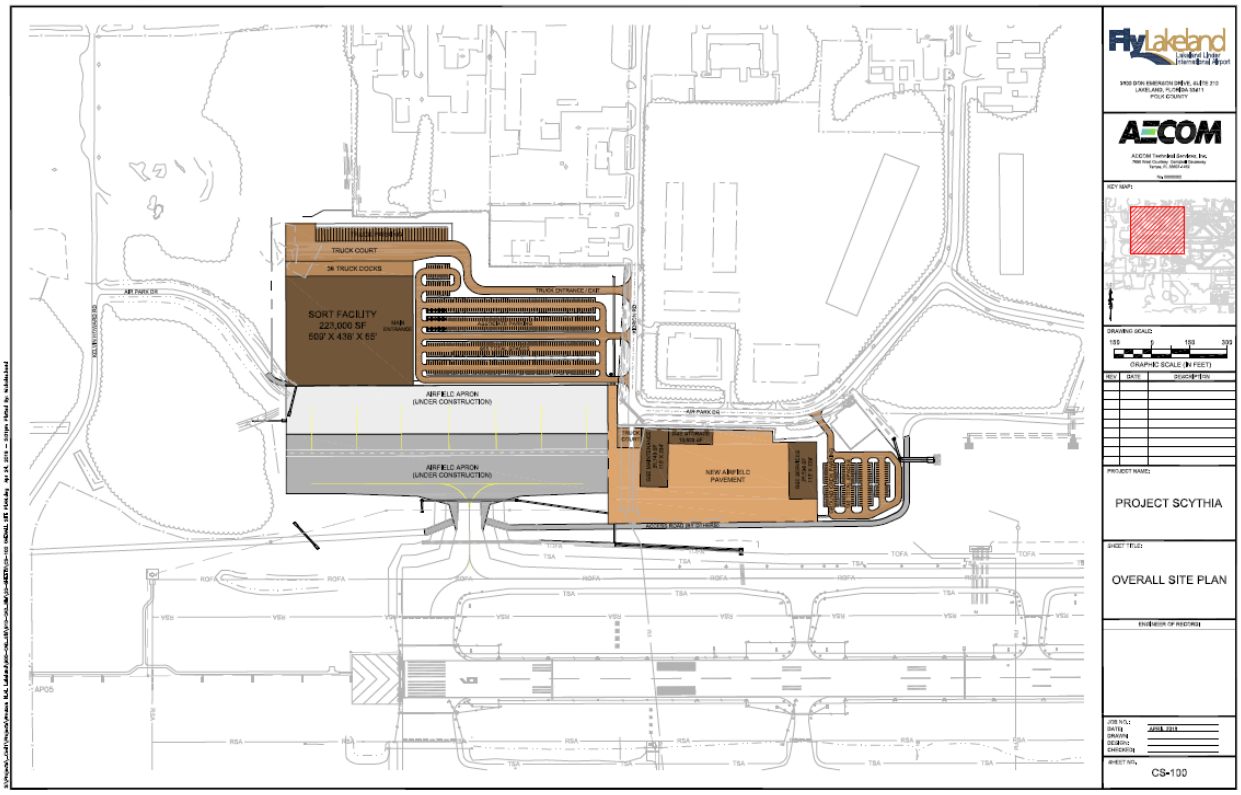


EXHIBIT D
FORM OF NOTICE OF LEASE TERM DATES

Date: _____

To: Amazon.com Services, Inc.
c/o Amazon.com, Inc.
Attention: Real Estate Manager (NA Ops: KLAL)
Attention: General Counsel (Real Estate (NA Ops): KLAL)
Attention: NA Ops Asset Management (KLAL)

Each with an address of:
410 Terry Ave. N
Seattle, WA 98109-5210
Telephone: (206) 266-1000

RE: Lease Agreement dated _____, 20__, between _____ ("Landlord"), and _____ ("Tenant"), concerning the Premises located at _____, _____ County, _____ (the "Lease").

Capitalized terms used herein, but which are not defined herein, will have the meanings given to such terms in the Lease.

In accordance with the Lease, Landlord represents the following:

1. That Tenant has possession of the Premises and acknowledges that under the provisions of the Lease the Term will commence as of _____ for a term of ___ months ending on _____.

2. That, in accordance with the Lease, Ground Rent commences to accrue on _____.

Landlord:

_____
a _____

By: _____
Name: _____
Title: _____
Date: _____

Acknowledged:

TENANT:

_____
a _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT E
AIRPORT USE AGREEMENT

EXHIBIT F
FORM OF LEASE MEMORANDUM
Form of Memorandum of Lease

(*Return to address*)
_____
_____
_____

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is dated for reference purposes as of _____, 2019 by and between _____ ("Landlord"), and Amazon.com Services, Inc. ("Tenant").

Landlord and Tenant have entered into a Ground Lease dated as of _____, 2019 (the "Lease"), pursuant to which Landlord has leased to Tenant, and Tenant has leased from Landlord, certain land more particularly described on Exhibit A attached hereto (together with certain related rights in real property demised under the Lease, the "Premises"), all subject to the terms and covenants set forth in the Lease. The purpose of this Memorandum is to give notice of the existence of the Lease and the provisions thereof, including provisions providing for the entry into a new ground lease following a foreclosure upon the circumstances described therein. To the extent that any provision of this Memorandum conflicts with any provision of the Lease, the Lease controls.

The initial term of the Lease is for twenty (20) years commencing, subject to rights of Tenant to extend the term as provided in the Lease (the "Term"). Tenant has the right to extend the Term by thirty (30) years as further set forth in the Lease.

For a period of up to ten (10) years following the commencement of the Lease, Tenant has an option to lease additional land located adjacent to the Premises and legally described in Exhibit A-1 attached hereto (the "Expansion Property"), and for two (2) years thereafter Landlord has a right of first refusal to lease the Expansion Property, all according to the terms and conditions more particularly described in the Lease.

Any mortgage encumbering Landlord's fee estate in the Premises entered into after the date of the Lease shall be subject and subordinate to the Lease, Tenant's leasehold estate in the Premises, the rights and interest of Tenant arising under the Lease and the rights and interests of any Leasehold Mortgagee (as such term is defined in the Lease).

This Memorandum may be executed in counterparts, each of which is deemed an original, but all of which, together, constitute one and the same instrument.

To evidence the Parties' agreement to this Memorandum, they have executed it as of the date first written above.

Landlord:	TENANT:
	AMAZON.COM SERVICES, INC.
_____	By: _____
By:_____	Name: _____
Its:	Title: _____
	Date Signed: _____

CONFIDENTIAL

ACKNOWLEDGMENT

STATE OF)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of _____, personally appeared _____, to me known to be the _____, respectively, of _____, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she/they is/are authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

_____
Notary Public in and for the State of _____
Residing at: _____
My commission expires: _____

ACKNOWLEDGMENT

STATE OF)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20___, before me, a Notary Public in and for the State of _____, personally appeared _____, to me known to be the _____, respectively, of _____, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she/they is/are authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

_____
Notary Public in and for the State of _____
Residing at: _____
My commission expires: _____

Exhibit A
to Memorandum of Lease
Legal Description of Premises

DESCRIPTION: *(NEW PARCEL)*

A parcel of land being a portion of the Northwest 1/4 of Section 5, Township 29 South, Range 23 East, and a portion of Lots 1, 2, 3 and a 80 feet Drainage Easement of A Replat of Lakeland Airpark as recorded in Plat Book 101, Page 9 all being in Polk County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest 1/4 of said Section 5, thence South 89°40'43" West, along the North line of said Section 5, a distance of 23.81 feet; thence South 01°09'42" West, 40.00 feet to a point on the South right-of-way line of Drane Field Road and the West right-of-way of Kidron Road as depicted on said plat; thence continue South 01°09'42" West, along the West right-of-way line of Kidron Road as depicted on said plat, 991.39 feet to the POINT OF BEGINNING; thence continue South 01°09'42" West, along said West right-of-way line, 641.69 feet to the South right-of-way line of Airpark Drive as depicted on said Replat of Lakeland Airpark; thence South 88°50'15" East, along said South right-of-way line, 79.97 feet; thence North 46°09'55" East, along said South right-of-way line, 33.95 feet; thence South 88°50'15" East, 553.17 feet to Point of Curvature of a curve to the left having a radius of 340.00 feet, a central angle of 25°59'41", a chord bearing of North 78°09'54" East, and a chord distance of 152.94 feet; thence along the arc of said curve and said South right-of-way line, 154.26 feet; thence South 38°38'51" East, 173.97 feet; thence North 51°28'31" East, 137.81 feet; thence South 39°18'37" East, 162.61 feet; thence South 00°04'24" West, 162.26 feet to a non-tangent curve to the right having a radius of 55.00 feet, a central angle of 64°48'39", a chord bearing of South 32°24'19" West and chord distance of 58.95 feet; thence along the arc of said curve, 62.21 feet; thence South 64°48'39" West, 45.14 feet; thence South 76°19'54" West, 47.14 feet; thence South 89°22'57" West, 1435.71 feet; thence North 77°54'03" West, 123.05 feet; thence South 89°49'31" West, 130.00 feet; thence South 69°58'16" West, 139.04 feet; thence South 86°38'33" West, 563.53 feet; thence North 00°04'41" West, 241.03 feet; thence North 07°09'22" West, 215.06 feet; thence North 00°00'00" East, 150.79 feet; thence North 37°29'40" West, 126.11 feet; thence North 52°14'42" East, 96.39 feet; thence North 00°07'35" West, 519.46 feet; thence North 89°48'09" East, 160.17 feet; thence North 62°00'05" East, 53.38 feet; thence North 89°46'30" East, 117.18 feet to the West line of Parcel 1 as described in Official Records Book, 4686, Page 125, Public Records of Polk County, Florida; thence South 00°11'23" East along said West line, 27.79 feet to the South line of said Parcel 1; thence North 89°35'22" East, along the South line of said Parcel 1 and the South line of Parcel 2 as described in said Official Records Book 4686, Page 125, a distance of 546.14 feet to the East line of Parcel 3 as described in said Official Records Book 4686, Page 125; thence South 00°28'51" West, along said East line, 200.60 feet to the South line of said Parcel 3; thence North 89°40'21" East, along said South line, 543.72 feet to the POINT OF BEGINNING. Said parcel containing 47.27 acres, more or less.

Exhibit A-1
to Memorandum of Lease
Legal Description of Premises

DESCRIPTION: *(NEW PARCEL)*

A parcel of land being a portion of the Northwest 1/4 of Section 5, Township 29 South, Range 23 East, Polk County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 5; thence South 00°13'07" East along the West line of said Section 5, a distance of 24.76 feet to a point on the South Maintained right-of-way of Drane Field Road as depicted in Map Book 1, Page 122, Public Records of Polk County, Florida; thence continue South 00°13'07" West, along the West line of said Section 5, a distance of 25.24 feet to the South line of a parcel described in Official Records Book 4103, Page 571, Public Records of Polk County, Florida; also being the POINT OF BEGINNING; thence along said South parcel line the following nine (9) courses; (1) South 80°37'13" East, 175.64 feet; (2) thence North 89°42'26" East, 260.06 feet; (3) thence South 45°04'38" East, 28.35 feet; (4) thence North 89°41'59" East, 89.99 feet; (5) thence North 44°25'39" East, 28.17 feet; (6) thence North 89°40'56" East, 130.13 feet; (7) thence North 86°48'39" East, 500.50 feet; (8) thence North 89°44'49" East, 100.72 feet; (9) thence South 79°14'48" East, 42.39 feet to a point on the South line of a parcel as described in Official Records Book 4103, Page 574, Public Records of Polk County, Florida; thence South 59°16'53" East, along said South parcel line, 90.78 feet; thence North 63°28'36" East, along said South parcel line, 135.79 feet to the West line of Parcel 1 as described in Official Records Book 4686, Page 125, Public Records of Polk County, Florida; thence South 00°11'23" East, along said West line of Parcel 1, a distance of 753.42 feet; thence South 89°46'30" West, 117.18 feet; thence South 62°00'05" West, 53.38 feet; thence South 89°48'09" West, 160.17 feet; thence South 00°07'35" East, 519.46 feet; thence South 52°14'42" West, 96.39 feet; thence South 37°29'40" East, 126.11 feet; thence South 00°00'00" West, 150.79 feet; thence South 07°09'22" East, 215.06 feet; thence South 00°04'41" East, 241.03 feet; thence South 87°16'56" West, 1235.05 feet to the West line of said Section 5; thence North 00°13'07" West, along the West line of said Section 5, a distance of 2113.16 feet to the POINT OF BEGINNING. Said parcel containing 62.92 acres, more or less.

EXHIBIT G
REHABILITATION PLAN

Rehabilitation of Runway 9-27

Rehabilitation of Runway 9-27 at LAL will be carefully planned and designed to minimize impacts to airport operations during construction. The airport and the engineer will work with tenants during the planning phase to have a complete understanding of operational requirements. The engineer will utilize these requirements compared with design needs to develop alternative approaches to the construction for airport evaluation.

There are two scenarios regarding timing of the Rehabilitation of Runway 9-27 construction. The airport was recently notified by the Orlando ADO office that a grant award to fund the rehabilitation of RWY 9-27 may come available September of 2019. If funding does come available early, the airport is planning to have all the rehabilitation complete and all CAT III in-pavement lighting installed prior to air cargo operations commencing in June of 2020. If funding is not awarded until September of 2020, then the airport will work in the manner described in the paragraphs below.

It is anticipated that rehabilitation of the runway can be completed using an asphalt mill and overlay. This will be verified during the project investigation phase through geotechnical investigations and visual inspections of the runway. To strengthen the runway to meet forecasted aviation traffic, the new asphaltic surface course will likely be considerably thicker than the current surface course. This will result in a net elevation increase across the runway and could result in the need to raise the elevation of runway shoulders and connector taxiways accordingly. One approach to minimizing this impact could be to add the full thickness of asphalt in the center keel section of the runway and taper down towards a thinner section at the runway edges. However, this would require coordination with, and approval from, the FAA as it would be considered a modification to standards.

Construction of the asphalt overlay can be phased to minimize the impact to operations by limiting runway closure periods. Optimally, the contractor would be allowed a five (5) or six (6) hour work window per day. The Contactor would be required to have equipment at the ready prior to runway closure, work as efficiently as possible during closures, and ensure the runway is reopened without issues at the prescribed time or face the possibility of liquidated damages charges. During each closure period the Contractor will mill the asphalt surface, pave new asphalt, and paint temporary markings to replace any that were removed. It may be necessary to place a temporary asphalt wedge before each reopening to ensure proper grade transition. The thickness and location of each period's work will be carefully planned by the contractor, engineer, and airport prior to construction to make sure everyone is on the same page. If the contractor were allowed to work longer durations on certain days this would help expedite the project. Also, we understand that construction will not take place during the months of July, November, December and January. Based on the methods described above we would anticipate 60 calendar days to complete the rehabilitation.

The project also includes an upgrade of the runway edge lighting and signage. This work will also be designed and sequenced to minimize impacts to operations. Specific sections of the runway will be done at a time with temporary jumpers required as necessary. Any new infrastructure such as conduit and base cans will be installed first with the fixture switch over completed at the end. Any closures of the runway will be scheduled to be concurrent with paving operations.

The airport is also planning an upgrade of the instrument landing system (ILS) that would require installation of runway centerline and touchdown zone lighting within the limits of the runway. Installation of the required in-pavement lighting will also be carefully planned and sequenced to minimize impacts to operations. Locations of base cans and trenches can be sawcut and filled during prescheduled runway closure periods. This work will be sequenced to be completed prior to the start of air cargo operations in June of 2020. After Rehabilitation of runway 9-27 paving is complete, the contractor will come back and sawcut the light locations to install the fixtures in the pre-installed base cans. It is likely that this work will also require improvements to the airfield lighting vault and those will be appropriately sequenced as well.

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LAKELAND LINDER INTERNATIONAL AIRPORT

CARGO OPERATING AGREEMENT

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THIS CARGO OPERATING AGREEMENT (the "**Agreement**"), effective as of this ____ day of _____, 2019 (the "**Effective Date**"), by and between the City of Lakeland, a municipal corporation organized and existing under the laws of the State of Florida, (the "**City**"), and [*INSERT ENTITY NAME*], a [*insert type of entity*] [d/b/a _____] (the "**Operator**").

WHEREAS, the City currently owns and operates the airport known as the Lakeland Linder International Airport, located in Polk County, Florida (the "Airport") and is the sponsor of the Airport under federal law.

WHEREAS, the City has the right and the obligation to regulate commercial aeronautical activities on the Airport under the laws of the State of Florida and the United States and under the regulations and policies promulgated by the Federal Aviation Administration (the "**FAA**").

WHEREAS, the City operates and maintains property available to businesses for use and lease which are compatible with Airport operations and/or needs and may grant rights, licenses, and privileges on and in connection therewith and has full power and authority to enter into this Agreement.

WHEREAS, as permitted by the applicable laws and regulations, the City has adopted "Minimum Standards for Commercial Aeronautical Services Lakeland Linder International Airport," which were formally adopted by the City of Lakeland Commission on March 7, 2011 (the "**Minimum Standards**"). The Minimum Standards, as may be amended from time to time, contain the basic services and standards of conduct for Operators at the Airport and are incorporated herein by this reference.

WHEREAS, the Operator is engaged in the business of transportation by air of cargo packages and other property and the Operator wishes to provide such commercial air services to the public and to obtain certain rights, services, and privileges in connection with the use of the Airport in order transport cargo and other property by air on a regularly scheduled basis through the Airport.

WHEREAS, the City and the Operator desire to set forth their agreement regarding the respective rights and obligations of the City and the Operator regarding the use and operation of the Airport.

NOW THEREFORE, for and in consideration of the foregoing recitals (which are incorporated into this Agreement by reference) and the mutual promises and covenants contained

in this Agreement, City and the Operator agree to be bound by the terms of this Agreement as stated below.

Section 1. DEFINED TERMS, TERM AND RENEWAL OPTIONS

1.1 Defined Terms. As permitted by the applicable laws and regulations, the City has adopted "Rules and Regulations at the Lakeland Linder International Airport," which were formally adopted by the City of Lakeland Commission in 2011 (the "**Rules and Regulations**"). The Rules and Regulations, as may be amended from time to time, are incorporated herein by reference. Any undefined capitalized terms used in this Agreement shall have the meaning ascribed to such term in the Section 14-1 Definitions of the Rules and Regulations.

1.2 Term and Renewal Options. The term of this Agreement shall be for a period of XX (X) years commencing on the Effective Date and terminating on [XXX]. This Agreement may be extended after the initial (X) year term for a single additional period upon mutual written agreement of the parties at least ninety (90) days, but no more than one hundred-eighty (180) days prior to the expiration of the initial term. Any optional extended term under this section shall be on the same terms and conditions unless otherwise indicated herein.

Section 2. RIGHTS AND OBLIGATIONS OF THE OPERATOR

2.1 Rights Granted to the Operator. The City grants to the Operator the following rights and privileges:

(a) *Access Roads.* The non-exclusive right to access roads in common with other tenants and Airport users in connection with the Operator's operations as authorized by this Agreement at the Airport and for no other purpose, unless expressly authorized by the City in writing;

(b) *General Airport Use.* The right to use, in common with others, the facilities and improvements at the Airport owned or constructed by the City which are of a public nature and available for public use;

(c) *Ingress and Egress.* The right to ingress to and egress from the Airport and the Ramp in accordance with the Rules and Regulations and security requirements imposed by the City or another authorized government agency to the extent reasonably necessary in connection with the Operator's operations as authorized by this Agreement, which right shall extend to the Operator's employees, patrons, invitees, and agents, all of which are subject to the conditions in this Agreement; and

2.2 Non-Exclusive Right to Operate. It is understood and agreed that nothing contained herein shall be construed to grant or authorize the Operator the exclusive right to engage in commercial air transportation services at the Airport within the meaning of Section 308 (a) of the Federal Aviation Act of 1958.

2.3 Compliance with Minimum Standards. The Operator shall conduct its business in accordance with the Minimum Standards in effect on the Effective Date of this Agreement. If the Minimum Standards are amended or revised, the Operator shall comply with the amended or revised standards so long as the new or amended Minimum Standards are applied to all similarly situated businesses on the Airport and such new or amended Minimum Standards do not materially increase the Operator's costs of operations. The City may amend the Minimum Standards at any time without the consent of the Operator.

2.4 Operational Results Provided to City. The Operator shall be required to furnish to the City such information regarding the Operator's operations at the Airport, which shall include but may not be limited to the following: scheduled flights, actual flights flown, and landings by type of aircraft and freight. Such information shall be in a form designated by the City. The Operator shall be required to submit such information to the City no later than the close of business on the tenth (10^{th}) business day of each month for the previous month's operations. The Operator shall also furnish the City with documentation relating to the actual amount of fuel purchased and delivered by the Operator's fuel broker. In addition to this documentation, a detailed fueling report reflecting all gallons disbursed into the aircraft shall be supplied to the City on a flight by flight basis that reconciles with the Fixed Base Operator's (FBO's) into-plane fee report.

2.5 Liens. Neither the Operator nor anyone claiming by, through, or under the Operator, shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever, upon the Ramp or upon any building or improvement at the Airport. Notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any material, service, or labor for any building, improvements, alteration, repairs, or any part thereof, shall at any time be or become entitled to any lien thereon. The Operator covenants and agrees to give actual notice thereof in advance to all contractors and subcontractors who may furnish or agree to furnish any such material, service or labor.

Section 3. FEES AND CHARGES

3.1 Operating Fees. A schedule of rates and charges applicable to users of the Airport (including landing fees, and fuel flowages fees) is attached hereto as **Exhibit B**. The Operator acknowledges that the parameters for setting rates and charges outlined herein shall be applicable to all other commercial carriers which may provide air cargo service at the airport.

3.2 Fees Not Severable. The Operator agrees and understands that the fees identified in this Section 4 and other consideration elsewhere in the Agreement are not severable and must be provided as a whole for the rights and privileges granted, and that no particular payment is identified as a concession for any particular right or privilege.

3.3 Payment of Fees. The Operator shall make payments of the fees specified in this Section 4 to the City in monthly installments on or before the fifteenth (15) day of the subsequent month for the preceding month throughout the term of the Agreement.

3.4 Delinquency Charge. A delinquency charge at the rate of one- and one-half percent (1.5%) shall accrue per month of the amount due shall be added to any Base Fee, payments, or fees required pursuant to this Agreement which are tendered more than ten (l0) days after such payments are due.

3.5 Records. The Operator shall provide and maintain accurate records of services provided and fees collected by the Operator under this Agreement for a period of two (2) years from the date the record is made. The City, or its duly authorized representatives, such as a firm of public accountants, at the City's expense, shall have the right at all reasonable times during business hours to inspect and audit the books, records, and receipts of the Operator, and to verify the Operator's services provided and fees collected pursuant to this Agreement or agreed amendment thereof. The Operator shall authorize its suppliers to turn over records of sales made to the Operator for purposes of such audits. Financial information obtained by the City or its auditors as the result of any audit or inspections shall be treated as proprietary and confidential and will not be provided to the public except as required by law. If audit by the City reflects a discrepancy of more than fifteen percent (15%) in any fees collected, unless the discrepancy resulted through no fault of the Operator, the cost of the audit shall be borne by the Operator. In such event, the Operator shall be responsible for the total cost of the audit and the payment to the City of any unpaid fees or charges. In all cases, the Operator shall promptly remit any payments determined to be due to the City as shown by such audit.

Section 4. RIGHTS AND OBLIGATIONS OF THE CITY

4.1 Maintenance of Airport Common Areas. The City has the sole discretion to perform any maintenance or repairs and to construct any additions or improvements to the common or public areas of the Airport as it sees fit and to perform such maintenance or repairs and construct such additions or improvements at the times and places it deems necessary or desirable. The City shall have the right to direct the Operator's activities as necessary in order to perform such maintenance or repairs and to construct such additions or improvements. The City shall attempt to mitigate any adverse impact to the Operator's business if such actions can be accomplished without materially and significantly impacting the cost or schedule of the maintenance or repairs or construction. However, nothing in this section shall give the Operator any right to recover lost revenues, rents or profits caused by or on account of the City's maintenance or repairs and additions or improvements to the Airport.

4.2 Protection of Aerial Approaches. The City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent the Operator from erecting, or permitting to be erected, any building or other structure on Airport property, which, in the opinion of the City, would limit the usefulness of the Airport, constitute a hazard to aircraft, or create some other safety issue

4.3 Right of Further Development. The City reserves the right to further develop or improve the landing and public areas of the Airport as it sees fit, regardless of the desires or views of the Operator, and without interference or hindrance by the Operator.

4.4 Right to Audit. The Operator shall keep at all times during the term of this Agreement at the general office of Operator, full, complete, and accurate books of account and

records in accordance with generally accepted accounting practices with respect to all operations of the business to be conducted in or from the Ramp as set forth in this Agreement during the term hereof, and shall retain such books and records, as well as all contracts, vouchers, checks, inventory records and other documents and papers in any way relating to the operation of such business that pertains to the fee payments as set forth herein for a period of two (2) years from the end of each operating agreement year to which they are applicable, or the inception of the Agreement, whichever is less. Such books and records shall, at all reasonable times, during the retention period referred to above, be open to the inspection of the City or its agents who shall have full and free access thereto and the right to require of the Operator, its agents and employees such information or explanation with respect thereto as may be necessary for a proper explanation.

4.5 Title to Property. Any and all property of the Operator, its guests, business invitees, employees, agents, contractors, assigns, subtenants or other person claiming under the Operator, shall become the sole property of the City if not removed at expiration of this Agreement or within thirty (30) calendar days of written notice/termination, as applicable. Thereafter, title thereto shall vest in the City at the City's sole option. Nothing herein contained shall be construed to deprive the City of the right to require the Operator to remove, at the Operator's sole expense, all or any part of any such property left behind and the City expressly reserves each right.

4.6 Liens and Security Interest. The City shall have, in addition to the lien given by law, a security interest as provided by the Uniform Commercial Code of Florida, upon all personal property and all substitutions therefor, kept and used on said Ramp by the Operator. The City may proceed at law or in equity with any remedy provided by law or by this Agreement for the recovery of fee payment, or for termination of the Agreement because of the Operator's default in its performance. The Operator will execute any financing statements as may be required for filing under the Uniform Commercial Code of Florida.

Section 5. COMPLIANCE WITH LAWS

5.1 Permits, Licenses, and Certificates. The Operator shall obtain any and all permits, licenses, and certificates which may be required in connection with its operations. The Operator shall keep in effect, and post when required, any and all required licenses, permits, notices, and certificates.

5.2 Compliance with Applicable Laws, Regulations, and Governmental Directives. The Operator shall comply with all applicable federal, state and local laws and regulations in the Operator's performance under this Agreement. Furthermore, the Operator expressly warrants that it has the capabilities to perform the services and operations to be provided under this Agreement in a professional manner and in accordance with any applicable laws, licensing requirements, rules, regulations, and recommended practices or procedures, all as may be amended and in effect from time to time, of any governmental entity with jurisdiction over the Operator's activities, including but not limited to the following: (a) the FAA; (b) the U.S. Environmental Protection Agency, including its designated representative agency; (c) the U.S. Occupational Safety and Health Agency; (d) the Transportation Security Administration; (e) the Department of Homeland Security; (f) agencies of the State of Florida; (g) Polk County; and (h) the City.

5.3 Compliance with Industry Standards. The Operator shall comply with all industry standards which have been enacted or endorsed by any governing body or industry trade group which apply to operators that are similarly sized and situated; provided however, the City and the Operator may agree from time to time that specific provisions may not be required.

5.4 Non-Discrimination. The Operator, its agents, and employees shall not discriminate against any person or class of persons by reason of race, color, creed, or national origin in providing any services on the use of any of its facilities provided for the public, in any manner prohibited by the applicable regulations of the FAA. Furthermore, the Operator is solely and fully responsible for complying with the Americans with Disabilities Act as amended from time to time, with respect to the Ramp and its activities at the Airport.

Section 6. EVENTS OF DEFAULT AND REMEDIES

6.1 Events of Default. The occurrence of any of the following, in addition to those specified elsewhere in this Agreement, shall constitute a material breach of this Agreement by the Operator and an "Event of Default":

(a) The Operator shall fail to make due and punctual payment of any fees or charges payable hereunder and such default shall continue for a period of thirty (30) days after receipt of written notice from the City of such non-payment.

(b) The Operator's failure to perform or observe any of the Operator's obligations under this Agreement that are left uncured for a period of thirty (30) business days after the Operator receives notice from the City setting forth the failure in question (or, if cure of such failure cannot reasonably be accomplished in the thirty (30) day period, the Operator's failure to commence cure in such period and diligent prosecute the same to completion).

(c) The filing of any petition, proceeding, or action by, for, or against the Operator under any insolvency, bankruptcy, or reorganization. If the Operator should file a petition for reorganization under the Federal Bankruptcy Act, the City may accept further assurances for payment of rent and other obligations hereunder rather than declaring an Event of Default.

(d) The Operator is prohibited by lawful authority from using the Airport for a period exceeding sixty (60) days because of an unsafe operating condition existing at the Airport or in the surrounding airspace and the prohibition resulted from acts or the failure to act of the Operator.

(e) The Operator's default under any other agreement with, or obligation to, the City.

(f) The Operator's dissolution or cessation of continuous business operations.

(g) The Operator's assignment or other conveyance of an interest in this Agreement in violation of this Agreement.

6.2 Remedies. If an Event of Default occurs, in addition to any remedies available under applicable law, the City may do any one or more of the following:

(a) Following the City's notice to the Operator of an Event of Default, if the Event of Default is not cured within thirty (30) days, the City may impose a penalty against the Operator of $100.00 for each day the Event of Default continues to exist (the "Penalty Fee"). If the Event of Default continues to exist for more than sixty (60) days, the amount of the Penalty Fee may increase to $500.00 for each day the Event of Default continues to exist. The Penalty Fees assessed for any month are payable in full to the City on or before the date of the next payment of Base Fee. The City may mail a notice of incurrence Penalty Fees to the Operator by first class mail, postage prepaid to the Operator's last known address.

(b) The City may terminate this Agreement by mailing a notice of termination to the Operator by first class mail, postage prepaid to the Operator's last known address and may recover (i) fees or costs which have accrued prior to the date of such termination and which are then due and payable and. The Operator's liability for the payment of all of the sums set forth in this section shall survive any termination of this Agreement.

(c) The City may from time to time, without terminating this Agreement, enforce all of its rights and remedies under this Agreement.

(d) The Operator shall be responsible for all of the City's reasonable costs and expenses, including attorneys' fees, in enforcing any and all provisions of this Agreement, as well as all reasonable costs and expenses, including attorney's fees, incurred arising from any default under this Agreement. All such reasonable costs and expenses shall constitute additional fees and shall accrue interest at the rate of one- and one-half percent (1.5%) from the date of such expenditure until paid in full by or on behalf of the Operator.

6.3 No Waiver. Failure by the City to enforce one or more of the remedies herein provided for upon the Event of Default shall not be deemed or construed to constitute a waiver of such default or of any other violation or breach of any of the terms, provisions, and covenants herein contained. The City shall have all remedies available at law if the Operator defaults on this Agreement.

Section 7. INDEMNIFICATION AND INSURANCE

7.1 No Contractual Liability of Individuals. Except as expressly provided in Section 7.2(a) below or otherwise provided in this Agreement, no commissioner, director, officer, agent, or employee of either party shall be charged personally or held liable by or to the other party for the breach of any term, condition, covenant, warranty, indemnity, or provision of any kind, including any law or regulation incorporated in this Agreement or because of any breach thereof or because of its or their execution or attempted execution.

7.2 Indemnity of the City for Damage, Injury, or Death.

(a) The Operator (including its officers, members, directors, employees, agents, and subcontractors) shall protect, defend, indemnify, and hold the City and their respective commissioners, directors, agents, and employees (the "Indemnitees") harmless from

and against any and an liabilities, losses, suits, claims, judgments, fines, or demands arising by reason of injury or death of any person or damage to any property, including any injury or loss of third parties and all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert witness fees), arising out of the acts or omissions (i) incident to this Agreement and/or (ii) the use of the Ramp by the Operator's officers, members, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur. However, this indemnity shall not apply where such injury, death, or damage is the direct result of an intentional act or willful or wanton misconduct of the City. The Operator shall give the City reasonable notice of any such claims or actions. The Operator and the City shall provide reasonable assistance and cooperation in defense of such claims. Any final judgment rendered against the City for any cause for which the Operator is liable hereunder shall be conclusive against the Operator as to liability and amount upon the expiration of the time for appeal therefrom. Aircraft, whether owned by, leased by or bailed to the Operator are expressly subject to this indemnity, except in case of loss due to the intentional act or willful or wanton misconduct of the City. Notwithstanding the foregoing, nothing contained herein shall be construed as a waiver by the City of their rights under the State of Florida's sovereign immunity laws, as amended from time to time.

(b) The Operator hereby waives subrogation of any insurance against the Indemnitees for all third party claims against it where this indemnity shall apply.

(c) The City and the Operator have provided in Section 7.3 and Section 7.4 below that the Operator shall procure and maintain insurance coverage and provide evidence of the same as specified by the Minimum Standards and that such insurance coverage shall provide adequate recovery for losses due to injury, death, and property damage. It is agreed and understood, however, that the Operator's obligation to provide insurance coverage under this paragraph or otherwise in this Agreement shall not be interpreted or construed as a cap on or limit to any of the Operator's indemnity obligations contained in this Agreement.

(d) The provisions of this Section 7.2 shall survive the expiration or early termination of this Agreement and the Operator's obligations hereunder shall remain effective notwithstanding such termination or expiration with respect to any loss, injury, or damage enumerated within this section for which the Operator has an obligation to indemnify the City, irrespective of whether the notice or claim is initiated prior to or subsequent to expiration of this Agreement or the Operator's termination hereunder; provided however the obligation as set forth for the Operator shall terminate on the third anniversary of the termination or expiration of the Agreement or the City's discovery of such claim, damage, or condition giving rise to the indemnity obligation hereunder, whichever is the later date. Nothing herein shall be construed as extending or modifying the statute of limitations pertaining to such claim under applicable law. The Operator recognizes the broad nature of this indemnification under Section 7.2 and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars ($10.00) and such other good and valuable consideration provided by the City in support of this indemnification in accordance with the laws of the State of Florida.

7.3 Insurance Requirements. The Operator shall secure and maintain for the entire term of this Agreement such insurance policies, from companies licensed in the State of Florida, as will protect itself, the City (with the City and Indemnitees named as additional insured to the

extent permitted by law), and others as specified, from claims for bodily injuries, death, personal injury, or property damage, which may arise out of or result from the Operator's intentional or negligent acts, errors, or omissions. The insurance coverage required in this section is in addition to any other insurance or security that may be required under other provisions of this Agreement. The types of insurance coverage, minimum limits, and required endorsements are listed in the Minimum Standards, as the same may be changed from time to time. The provisions, types and limits of coverage shall be amended from time to time to reflect the coverages and limits customarily provided by and deemed necessary by standards of the insurance industry for insureds and additional named insureds similar in size and business operations to the City and the Operator. In no case, however, shall the required coverages or limits be less than those required at the inception of this Agreement, except by mutual agreement of the parties.

7.4 Certificates of Insurance. The Operator shall provide evidence of the required insurance coverages, copies of Certificates of Insurance in a form acceptable to the City shall be filed with the Airport Director no later than ten (l0) calendar days following a request by the City (the "Certificates of Insurance"). Failure to file or maintain acceptable Certificates of Insurance with the City is agreed to be a material breach of this Agreement and grounds for rescission or termination. The Certificates of Insurance shall contain, at a minimum, the following:

(a) A provision that coverage afforded under the policies will not be cancelled or materially altered unless at least thirty (30) calendar days prior written notice of such cancellation or alteration has been sent to the City by certified mail, return receipt requested. For purposes of this provision, "materially altered" shall mean a change affecting the coverages required herein, including a change in policy limits as set out in the then-current policy declarations page.

(b) Simultaneously with the Certificates of Insurance, the Operator shall file and update as necessary a certified statement as to claims pending against required coverages, reserves established on account of such claims, defense costs expended, and amounts remaining in policy limits.

(c) The Operator agrees that any insurance policies maintained by the Operator in connection with the provisions of this Agreement, shall contain a waiver of subrogation provision as against the City, its agents, employees, invitees, or licensees for any loss or damage which is covered by such insurance.

(d) The Operator understands and agrees that it is solely responsible for any of its personal property, including Aircraft whether owned by, leased to, or bailed to the Operator, and that it is solely responsible for the loss or destruction of such personal property. The Operator shall provide the insurance coverage that it deems necessary to protect itself against the risk of loss or destruction of such personal property.

7.5 The City's Right to Insure. If the Operator fails to provide the Certificates of Insurance or other adequate assurance of the coverages required under this Agreement, the City may procure such coverages on the Operator's behalf within thirty (30) days of the City's payment of the same and the Operator shall be required to reimburse the City for the cost the

City has incurred in obtaining such coverage. The Operator understands and agrees that the cost to the City of obtaining such coverage will probably be much higher than the premiums which would be charged to the Operator to obtain such coverage itself. This remedy of the City for this default by the Operator is separate and independent of any other remedy available to the City under this Agreement or that the City may or may not choose to exercise.

Section 8. GENERAL CONDITIONS AND COVENANTS

8.1 Non-Operational Aircraft. The Operator is not permitted to keep non-operational aircraft or equipment on the Ramp as defined in Exhibit A at any time. The Operator is prohibited from the use of aeronautical facilities for non-aeronautical purposes, including the storage of non-aeronautical vehicles and equipment.

8.2 Assignment. The Operator and any approved assignee may not mortgage, pledge, assign, or otherwise encumber its rights under this Agreement or any applicable sub-agreement without the prior written consent of the City. Even if the City's consent is given, no assignment shall release the Operator from any obligation pursuant to this Agreement or alter the primary liability and obligation of the Operator to pay the fee payments and to perform all other obligations to be performed by the Operator hereunder. Acceptance of fee payment by the City from an assignee who has not been approved by the City shall not waive the Event of Default created by failure to obtain the City's consent. As a condition of approving any proposed assignee, the City may require such financial and other information concerning the proposed assignee that the City deems appropriate. Approval of a proposed sub-agreement in any one instance shall not affect the City's right to approve all subsequent assignments and sub-agreements. The City shall be furnished with a duplicate executed original of all sub-agreements and assignments.

8.3 Change in Ownership of Airport. The Operator agrees that there is no limitation, so long as it does not impact the Operator's rights under this Agreement, to any change in ownership of the Airport, including, but not limited to transfer of ownership to an independent airport authority if such should occur in the future.

8.4 Subordination to Agreements and Law. The City and the Operator expressly agree and understand that the City has entered into certain agreements and accepted certain obligations under laws and governmental regulations, ordinances, codes, and policies. The Operator, any other person or entity who provides services on the Airport or conducts operations on the Airport shall be subject to the requirements of these agreements and obligations and the conditions of all written agreements, contracts, permits and other similar instruments shall be subordinate to these obligations. Therefore, the City, as an express or implied covenant of these prior agreements, is required to secure the acknowledgement of the Operator that this Agreement and the rights of the Operator are subject and subordinate to these prior agreements and the laws and regulations, and any amendments thereto, imposed upon the City because of its entry into these prior agreements. If some future change to these senior agreements or the laws or regulations imposed under them shall operate to substantially terminate the Operator's quiet enjoyment of the Ramp as reflected on Exhibit A or otherwise destroy the expectations of the City and the Operator, including the Operator's ability to carry out its business as contemplated hereunder; then this Agreement shall be terminated without default of either party, and both

parties shall cooperate to minimize the economic losses of both parties occasioned by such termination. Specifically, this Agreement is subject to the following agreements or obligations:

(a) *Agreements with the United States, U. S. Law and Regulations.* This Agreement shall be subordinate to the provisions of any existing or future agreements between the City and the United States government, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to the City of federal funds for the development of the Airport ("Grant Assurances"). In the event that this Agreement, either on its own terms or by any other reason, conflicts with or violates such Grant Assurances, the City has the right to amend, alter or otherwise modify the terms of this Agreement in order to resolve such conflict or violation. Furthermore, should the effect of such agreements with the United States government be to take any of the Ramp or substantially destroy the commercial value of the improvements, or materially adversely affect the Operator's use and enjoyment of the Airport, this Agreement shall be terminated without further penalty or expense to the City.

(b) *Bond Enabling Legislation.* This Agreement and all rights of the Operator hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made (at any time) by the City to secure bond financing. This Agreement is subject and subordinate to the terms, covenants and conditions of present and future enabling legislation authorizing the issuance of bonds by the City.

(c) *Required Federal Clauses.* The Operator acknowledges that the City is required by the FAA under the terms of its Grant Assurances to include in this Agreement certain required contract provisions, included as **Exhibit C** hereto (the "Federal Clauses"). The Operator agrees to comply with the Federal Clauses and, where applicable, include the Federal Clauses in each of its subcontracts without limitation or alteration. The Operator acknowledges that a failure to comply with the Federal Clauses constitutes an Event of Default.

(d) *War Powers.* This Agreement and all the provisions hereof shall be subject to whatever right the United States government now has, or in the future may have or acquire, affecting the control, operation, regulation, and taking over of said Airport for the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

(e) *Right of Federal Government to Enforce.* Noncompliance with this Section 8.4 shall constitute a material breach of this Agreement, and in the event of such noncompliance, at the election of the City or the United States government, either the City or the United States government shall have the right to judicially enforce these subsections.

(f) *Public Interest.* The City is obligated to act in the public interest and must operate the Airport and offer access to all users in a fair, reasonable, and not unjustly discriminatory manner. Therefore, in executing this Agreement and its provisions and in any future amendments, or changes to it, the City is and will in the future act with the intent to carry out this provision.

8.5 Amendments. Any amendments, changes, or modifications to this Agreement must be in writing and executed by authorized agents or representatives of the City and the Operator.

8.6 Severability of Provisions. In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall in no way affect any other covenant, condition, or provision herein contained, with the exception of such provisions that, if stricken, would invalidate the intent of this Agreement or restrict the City's operations whereby the City then reserves the right to terminate this Agreement.

8.7 No Waiver of Default. No action whatsoever, except an express written waiver, shall be construed to be or act as a waiver by the City or the Operator of any default by the other in the performance of any of the terms, covenants, or conditions hereof to be performed, kept, and observed by it. No written waiver by the City or the Operator shall be construed to be or act as a waiver of any subsequent default by the other in the performance of any of their terms, covenants, and agreements hereof to be performed, kept, and observed by it.

8.8 Force Majeure. Neither party shall be in violation of this Agreement by reason of failure to perform any of its obligations by reason of strikes, boycotts, labor disputes, embargoes, unforeseen shortages of materials, acts of God, acts of public enemy, acts of public authority, substantial non-temporary flight restrictions, extraordinarily unforeseeable weather conditions, riots, rebellion, accidents, sabotage, or any other circumstances for which it is not responsible and which are not within its control. Upon the cessation or removal of the act or condition giving rise to the excuse of any obligation under this Agreement, the party so excused from its obligation shall perform as required under this Agreement. However, the Operator shall not be relieved under this section of paying any fees, or other charges when due and owing.

8.9 Governing Laws and Venue. This Agreement shall be deemed to have been made in, and shall be construed in accordance with, the laws of the State of Florida. Venue for any action arising from this Agreement shall be in Polk County, Florida or United States District Court in and for the Middle District of Florida, Tampa Division.

8.10 Binding on Successors. Except as herein otherwise provided, all the terms, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of the legal representatives, successors, assigns, and subsidiaries respectively of the City and the Operator.

8.11 Entire Agreement. This Agreement, together with the Exhibits to this Agreement and any other documents incorporated into this Agreement by reference, constitute the entire agreement between the parties and supersedes all other agreements or representations of any nature, whether oral or written, made by or between the City and the Operator, except those that are expressly acknowledged in this Agreement. The City and the Operator understand and agree that they are relying only upon the written representations, covenants, and promises contained in this Agreement and that they have consulted legal counsel as to the nature and extent of their obligations contained herein.

8.12 Relationship of Parties. This Agreement does not create any partnership, joint venture, employment, or agency relationship between the Operator and the City. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.

8.13 Fee Payments and Notices. Fee payments and notices shall be deemed delivered as of the date of postmark if addressed to the other party at the address of:

If to City:

LAKELAND LINDER INTERNATIONAL AIRPORT
Attn: Airport Director
3900 Don Emerson Drive Suite 210
Lakeland Florida 33811

If to Operator:

_____
_____
_____
_____

or to such other addresses as either party may designate to the other in writing from time to time.

8.14 Airport Director. The Airport Director or authorized designee is hereby designated as its official representative with full power to represent the City of Lakeland in its dealings with the Operator in connection with the rights herein granted.

8.15 Agent for Service. It is expressly understood and agreed that if the Operator is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of the State of Florida, or is a foreign corporation not licensed to do business in the State of Florida, then in any such event, the Operator shall appoint an agent for the purpose of service of process in any court action between it and the City arising out of or based upon this Agreement. The Operator shall immediately notify the City, in writing, of the name and address of said agent. Such service shall be made as provided by the laws of the State of Florida for service upon a non-resident engaging in business in the State of Florida.

8.16 Time of the Essence. Time is declared to be of the essence of this Agreement.

8.17 Headings. The headings of the several articles and sections of this Agreement are inserted only as a matter of convenience and for reference. The headings in no way define, limit, or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect these provisions or their interpretation or construction.

8.18 Signatory's Authority. Each person signing this Agreement in a representative capacity expressly represents that the signatory has the subject party's authority to so sign and that the subject party will be bound by the signatory's execution of this Agreement. Each party expressly represents that except as to approval specifically required by this Agreement, such party does not require any third party's consent to enter into this Agreement, including the consent of any spouse, insurer, assignee, licensee, secured lender, or regulatory agency.

Signature Page Follows

CITY OF LAKELAND:

By:_____

Name Printed: _____
Title:

ATTEST:

_____
_____,

Approved as to form and correctness:

By:_____
_____, City Attorney

[*entity name*]:

By:_____

Name Printed: _____
Title:_____

ATTEST:

_____
By:_____

EXHIBIT A

MAP OF RAMP AREA OUTSIDE YOUR LEASEHOLD

SEE ATTACHED

EXHIBIT B

SCHEDULE OF RATES AND CHARGES

LANDING FEE - THE MAXIMUM GROSS LANDING WEIGHT OF THE AIRCRAFT AT A RATE OF $0.85 PER THOUSAND POUNDS

FUEL FLOWAGE FEE – RATE OF $0.03 CENTS PER GALLON FOR FUEL DELIVERED

OVERNIGHT PARKING - A FEE OF $100.00 PER NIGHT FOR OVERNIGHT PARKING ON RAMP AREA OUTSIDE OF LEASEHOLD

EXHIBIT C

REQUIRED FEDERAL CLAUSES

A. Compliance with Nondiscrimination Provisions. During the performance of this Agreement, the Operator, for itself, its assignees, and successors in interest (hereinafter collectively referred to as "Operator") agrees as follows:

1. **Compliance with Regulations:** The Operator will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

2. **Non-discrimination:** The Operator, with regard to the work performed by it during the term of this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of contractors, including procurements of materials and leases of equipment. The Operator will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Agreements, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Operator for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by the Operator of the Operator's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Operator will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of the Operator is in the exclusive possession of another who fails or refuses to furnish the information, the Operator will so certify to the City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Operator's noncompliance with the Non-discrimination provisions of this contract, the City will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending the Agreement, in whole or in part.

6. **Incorporation of Provisions:** The Operator will include the provisions of paragraphs one through six of this Exhibit B, Section (A) in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Operator will take action with respect to any contract or procurement as the City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Operator becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, the Operator may request the City to enter into any litigation to protect the interests of the City. In addition, the Operator may request the United States to enter into the litigation to protect the interests of the United States.

B. Real Property Acquired or Improved Under the Airport Improvement Program. The Operator for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Operator will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

C. Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program. The Operator for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the Operator will furnish its services in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts And Authorities.

D. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, the Operator, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

ii. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

iii. 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

iv. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

v. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

vi. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);

vii. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

viii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

ix. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

x. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

xi. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

xii. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

xiii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

E. General Civil Rights Provision. The Operator agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Operator transfers its obligation to another, the transferee is obligated in the same manner as the Operator. This provision obligates the Operator for the period during which the property is owned, used or possessed by the Operator and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

F. Right of Re-entry. In the event of breach of any of the above Nondiscrimination covenants, the City will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

G. Subcontracts. The Operator agrees that it shall insert the above six provisions (Section (A) through Section (F)) in any agreement by which the Operator grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public under this Agreement.